

Date: July 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor



Subject: Lease Agreement between Miami-Dade County and Garces & Garces Cargo Service, Inc.,
for Property Located at 1800 NW 89 Place, Doral, Florida
Lease No.: 35-3033-027-0010-L01

Agenda Item No. 8(F)(4)

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize execution of the Lease Agreement (Lease) between Miami-Dade County (County) and Garces & Garces Cargo Service, Inc., a Florida corporation (Landlord), for the use of property located at 1800 NW 89 Place, Doral, Florida (Premises).

- The Board directed the County Mayor to identify a new location to replace the TGC Oaklane warehouse property located at 7845-7855 NW 148 Street, Miami Lakes, Florida. The property is currently utilized as warehouse and administrative office space on behalf of the Miami-Dade Corrections and Rehabilitation Department (MDCR);
- MDCR will combine the operations of both the TGC Oaklane warehouse and another leased warehouse located at 1351 NW 78 Avenue, Doral, Florida, (Maya Plantation) into a single centrally located facility for the purpose of warehouse, laundry, and administrative office space, in phases;
- This lease agreement will allow Corrections to lower its operating costs by bringing its laundry services in-house; and
- There is a request to expedite this item because of the extended time that it took to negotiate this lease, the Landlord has indicated that without imminent Board approval, the property will be placed back on the market.

More specifically, the resolution does the following:

- Authorizes the lease of a multistory building, consisting of a three-story office area and two warehouse areas, which comprise a total of 106,046 rentable square feet together with outdoor parking consisting of 207 parking spaces surrounding the building;
- Authorizes the delivery of the east warehouse within 120 days following the effective date of the (Board) approval of this lease (Initial Delivery Date), which is comprised of 51,103 rentable square feet of the building's total 106,046 rentable square feet together with the right to use 100 of the 207 total parking spaces. Further, it authorizes delivery of the north warehouse within 60 days of the Initial Delivery Date, which comprises the remaining 54,943 rentable square feet of the building's total 106,046 rentable square feet, after such date, the County shall possess 100 percent occupancy of the building, common areas and parking spaces associated with the Premises; and
- Authorizes a lease term of five-years, with three, five-year options to renew.

The Lease becomes effective on the first day of the next month following the effective date of the resolution approving the Lease.

Scope

The Premises are located in Commission District 12, which is represented by Chairman Jose "Pepe" Diaz. Written notice of the proposed Lease was provided to the Chairman's office.

Fiscal Impact/Funding Source

The fiscal impact to the County for the initial year of the Lease is estimated to be \$1,701,901.61, which is comprised of base rent in the amount of \$1,261,947.40 (approximately \$11.90 per square foot), and a \$63,097.37 lease management fee that will be paid to the Internal Services Department (ISD) for administration of the Lease. The lease management fee is equal to five percent of the base rent. The County is responsible to pay its pro rata share of utility services during the initial occupancy period, its proportionate share of basic operating expenses and the reimbursement of tenant improvements, which are all estimated to be \$376,856.84. Following the initial occupancy period and throughout the remainder of the Lease term the County will assume the payment of all utility services and those operating costs and expenses necessary to maintain the building. The total operating costs are estimated to be an additional \$5.50 per square foot but are projected to be reduced as MDCR possesses staff that can perform the required maintenance duties.

In the course of negotiations for the proposed Lease, the County completed a condition assessment of the building systems for the Premises as well as an environmental inspection. Based on these inspections, it was determined that treatment would be required to address moisture accumulation identified by the County's consultant. As part of the Lease Agreement, the Landlord is required, at its sole cost, to satisfactorily address the moisture conditions identified during the County's facility environmental assessment inspection prior to occupancy by the County.

The Landlord is responsible for installing a walk-in freezer valued at \$215,000.00, which will be reimbursed by the County with monthly installment payments for the first 24 months of the Lease and is required to maintain the walk-in freezer for a period of one-year following the completion of its construction at the Landlord's sole cost and expense. The Landlord is also responsible for providing janitorial services during the initial occupancy period, the proportionate costs of which will be paid by the County. The total fiscal impact for the lease term of five years, and three, five-year optional renewal periods is estimated to be \$43,232,068.86. The funding source is the General Fund.

The Internal Services Department has conducted an in-house survey of the comparable rental values in the area of the subject property to determine the subject property's market rental value. The findings are provided below.

2201 NW 79 Avenue, Doral, Florida - \$14.95 per square foot on an annual basis. Tenant is responsible for their proportionate share of utilities, common area expenses, and services.

3340 NW 67 Avenue, Doral, Florida - \$12.95 per square foot on an annual basis. Tenant is responsible for all the expenses of the property including real estate taxes, building insurance, and maintenance.

9000 NW 15 Street, Doral, Florida - \$24.00 per square foot on an annual basis. Tenant is responsible for their proportionate share of utilities, common area expenses, and services.

Track Record/Monitor

The County has no record of negative performance issues with the Landlord. Dirk Duval of the Internal Services Department is the Lease Monitor. Eduardo Villavicencio will manage the lease on behalf of the Corrections and Rehabilitation Department.

The company principals are: Sean Peter Hug, President; Troy Graham, Secretary; and Patricia Garces, Treasurer.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to 1) execute the Lease; 2) exercise the County's three, five-year option to renew terms; 3) exercise the County's right to early termination in accordance with the terms of the Lease, and 4) exercise all other rights conferred therein.

Background

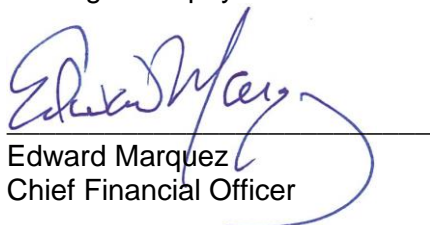
On July 8, 2020, the Board, pursuant to Resolution No. R-630-20, approved a lease agreement between the County and TGC Oaklane, LLC, for the warehouse property located at 7845-7855 NW 148 Street, Miami Lakes, Florida (TGC Oaklane) for an initial term of five years, which commenced on August 1, 2020. The TGC Oaklane property is currently utilized by MDCR for storage of toiletries, hygiene materials, hurricane equipment, and for inmate personal property. Prior to approving the Lease agreement for the TGC Oaklane property, the Board expressed concerns regarding the rental rate during the holdover period.

In response to Directive No. 200625 stemming from Resolution No. R-630-20, ISD and MDCR surveyed County departments to identify available space in County-owned and County leased warehouses which could accommodate the storage and operational needs of MDCR and determined that there was no available warehouse space to meet their needs. ISD and MDCR conducted extensive research and visited multiple properties in search of a warehouse that would provide more favorable terms and would be more cost effective for MDCR. As a result of the extensive search, the subject Premises was identified.

If the proposed Lease is approved, the Premises will allow MDCR to combine the operations of both the TGC Oaklane warehouse and another leased warehouse located at 1351 NW 78 Avenue, Doral, Florida, (Maya Plantation) into a single centrally located facility, in phases, at a comparable cost to what the County is currently paying in rent for both facilities. Approval of the proposed Lease will enable MDCR to vacate the Women's Detention Center, which will reduce the Department's costs associated with maintaining that facility and will allow the County to position that property for sale.

In addition, the Premises provides approximately 20,063 square feet of office space, which can accommodate a greater number of MDCR employees than are currently assigned to the TGC Oaklane and Maya Plantation properties and will allow for proper social distancing of the current number of employees. The Premises provides sufficient space for the development of commercial laundry facilities while achieving a cost savings to the Department. The County will have the right without cause at any time following the third anniversary of the commencement date to terminate the Lease by providing the Landlord with at least 180 days advance written notice.

Upon approval of the proposed Lease, the Landlord and the County will each begin the process of terminating its existing lease arrangement. The Landlord has an existing tenant to whom it must provide 120-day termination notice. Similarly, the County's current lease at TGC Oaklane mandates that the County provide its Landlord with a 120-day notice of intent to terminate the lease. The County intends to confirm with the Landlord that its existing tenant will vacate or has vacated the Premises before terminating the TGC Oaklane lease. While the County anticipates these lease terminations to be aligned with the commencement of the proposed Lease, the County may be required to continue rental payments at TGC Oaklane and Maya Plantation for a period of up to four months while simultaneously making lease payments under the proposed Lease.



Edward Marquez
Chief Financial Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(F)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(4)
7-20-21

RESOLUTION NO. _____

RESOLUTION APPROVING TERMS OF A LEASE AGREEMENT BETWEEN GARCES & GARCES CARGO SERVICE, INC. A FLORIDA CORPORATION, AS LANDLORD, AND MIAMI-DADE COUNTY, AS TENANT, FOR PREMISES LOCATED AT 1800 NW 89 PLACE, DORAL, FLORIDA, TO BE UTILIZED BY THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT FOR WAREHOUSE AND ADMINISTRATIVE OFFICE SPACE FOR AN INITIAL FIVE-YEAR TERM WITH THREE, FIVE-YEAR OPTIONS TO RENEW AND INCLUDING A RIGHT OF CANCELLATION WITHOUT CAUSE, AT ANY TIME, AFTER THE THIRD ANNIVERSARY OF THE COMMENCEMENT DATE, UPON 180 DAYS WRITTEN NOTICE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$43,232,068.86 FOR THE INITIAL TERM, AND OPTIONAL RENEWAL TERMS, AND AUTHORIZING COUNTY MAYOR, OR THE COUNTY MAYOR'S DESIGNEE, TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME AND EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board hereby incorporates the foregoing recital as if fully set forth herein, and such recital is approved.

Section 2. This Board approves the Lease Agreement between Garces & Garces Cargo Service, Inc., a Florida corporation, as Landlord, and Miami-Dade County, as Tenant, for the premises located at 1800 NW 89 Place, Doral, Florida (Folio No.: 35-3033-027-0010), to be utilized by the Miami-Dade Corrections and Rehabilitation Department warehouse and administrative office space, for an initial five-year term, with three, five-year renewal option

periods, with a total fiscal impact to the County estimated be \$43,232,068.86 for the initial term and the renewal terms, cancellable, at any time, by the County without cause after the third anniversary of the commencement date upon 180 days' advance written notice, in substantially the form attached hereto as Attachment A and made a part hereof.

Section 3. This Board authorizes the County Mayor, or the County Mayor's designee, to execute the Lease Agreement, exercise the right to renew or terminate the lease, execute reasonable subordination or non-disturbance agreements or estoppel certificates required by the landlord as detailed in Section 22 of the attached Lease Agreement provided that they are reviewed by the County Attorney's Office for legal sufficiency and to take all actions necessary to effectuate the same.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of July, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine

Attachment A

LEASE AGREEMENT

by and between

Garces & Garces Cargo Service, Inc.
a Florida Corporation
("Landlord")

and

Miami-Dade County
a political subdivision of the State of Florida
("Tenant")

Dated as of

_____, 20__

Lease No.: 35-3033-027-0010 – L01

LEASE AGREEMENT

This Lease Agreement ("Lease") is dated _____, 20____, made between Garces & Garces Cargo Service, Inc., a Florida Corporation ("Landlord"), whose principal place of business is located at 1800 N.W. 89 Place, Doral, Florida 33172, and Miami-Dade County, a political subdivision of the State of Florida, whose principal place of business is located at 111 N.W. First Street, Miami, Florida 33128 ("Tenant").

LEASE OF PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to all of the terms and conditions set forth herein, that certain property ("Premises"), which is further described below in *Item 4* of the Basic Lease Provisions, and as shown on the illustration attached hereto as ("Exhibit A"). The Building is located on that certain land (the "Land"), which is more particularly described below in *Item 3* of the Basic Lease Provisions, which is also improved with landscaping, parking facilities and other improvements, fixtures, common areas, and appurtenances now or hereafter placed, constructed, or erected on the Land.

BASIC LEASE PROVISIONS

1. **Tenant:** Miami-Dade County, a political subdivision of the State of Florida.
2. **Building:** A multistory building, located at 1800 N.W. 89 Place, Doral, Florida 33172, in which the office area consists of three (3) stories, and there are two (2) warehouse areas (east and north warehouses), which comprises a total of 106,046 square feet of rentable space, plus outdoor parking, consisting of two hundred seven (207) parking spaces, which surrounds the Building.

Landlord covenants and agrees that the Tenant's use of Common Areas (defined below) with other tenants, which shall only be for a temporary basis, shall be terminated as to the other tenants by the Landlord, upon Landlord's delivery of one hundred (100%) percent of the total square feet of the Building to Tenant, which shall occur on the Final Delivery Date (defined below), all under the terms and conditions of this Lease, as referenced below.

3. **Land (including Folio No.):** 35-3033-027-0010, approximately 256,263 square feet.
4. **Premises:** The Premises shall consist of (a) from and after the Initial Delivery Date through the remainder of the Initial Occupancy Period (defined below), the Initial Premises (defined below); and (b) from and after the Final Delivery Date, the Initial Premises and the Additional Premises (defined below). In furtherance of the foregoing, Landlord and Tenant acknowledge and agree that from and after the Final Delivery Date, the "Premises" shall consist of the entire Building and the Land, as described above, including all Common Areas, which is illustrated on Exhibit "A" attached hereto, along with any and all leasehold interests and rights in the Building and the Land.
5. **Size of Rentable Area and Delivery Date:**

ADSLLP-00086836.8

a. The east warehouse and all of the first floor office space, excluding operational office space used by Landlord as of the effective date of this Lease, and the north wing office space on the third floor, as located within the Building, as shown on Exhibit "A" attached hereto, which is comprised of 51,103 square feet of the Building's 106,046 total square feet (the "Initial Premises"), shall be delivered to Tenant four months after the date of adoption of Resolution approving this Lease by the Miami-Dade Board of County Commissioners (Board) (the "Initial Delivery Date"). Also, beginning on the Initial Delivery Date, the Tenant shall have the non-exclusive right to use one hundred (100) of the two hundred seven (207) parking spaces, which will be primarily located near the east warehouse portion of the Building, in the location shown on Exhibit "B" attached hereto.

b. The north warehouse, north warehouse operational offices and second floor office space, and the remainder of the third floor office space, as located within the Building, as shown on Exhibit "A" attached hereto, which is comprised of 54,943 square feet of the Building's 106,046 total square feet (the "Additional Premises"), shall be delivered to Tenant sixty (60) days after the Initial Delivery Date (the "Final Delivery Date"). Also, beginning on the Final Delivery Date, the Tenant shall have the exclusive right to use one hundred (100%) percent of the parking spaces, consisting of two hundred seven (207) parking spaces.

Upon Landlord's delivery to Tenant of the Additional Premises, Landlord and Tenant acknowledge and agree that the Tenant will then possess the entire Building, consisting of 106,046 square feet of rentable space, and Land, including all Common Areas, subject to terms and conditions as set forth below.

6. **Term:** The initial term of this Lease (the "Initial Term") shall commence on the Initial Delivery Date (the "Commencement Date") and shall expire on the date that is sixty (60) months following Final Delivery Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease. The period commencing on the Initial Delivery Date and ending on the day immediately preceding the Final Delivery Date shall be referred to herein as the "Initial Occupancy Period". The Initial Term and any extensions thereof shall collectively be referred to as the "Term".
7. **Base Rent:** The base rent for the Premises (the "Base Rent") is Eleven and 90/100 Dollars (\$11.90) per square foot during the Initial Occupancy Period and the first year of the Initial Term. Tenant shall pay rent to Landlord contingent upon the delivery of the Premises, as identified in Section 5 above.

Base Rent:

Initial Term			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Initial Occupancy Period	\$50,677.14	\$608,125.68	\$11.90
Year 1 (July 15, 2021 through July 14, 2022)	\$105,162.28	\$1,261,947.36	\$11.90

ADSLLP-00086836.8

Year 2	\$108,317.15	\$1,299,805.82	\$12.26
Year 3	\$111,566.67	\$1,338,800.00	\$12.62
Year 4	\$114,913.67	\$1,378,964.00	\$13.00
Year 5	\$118,361.08	\$1,420,332.92	\$13.39

Renewal Option Period: see Section 2(b)

Renewal Option Period One (1).			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$121,911.91	\$1,462,942.90	\$13.80
Year 2	\$125,569.27	\$1,506,831.19	\$14.21
Year 3	\$129,336.34	\$1,552,036.13	\$14.64
Year 4	\$133,216.43	\$1,598,597.21	\$15.07
Year 5	\$137,212.93	\$1,646,555.13	\$15.53

Renewal Option Period Two (2).			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$141,329.32	\$1,695,951.78	\$15.99
Year 2	\$145,569.19	\$1,746,830.33	\$16.47
Year 3	\$149,936.27	\$1,799,235.24	\$16.97
Year 4	\$154,434.36	\$1,853,212.30	\$17.48
Year 5	\$159,067.39	\$1,908,808.67	\$18.00

Renewal Option Period Three (3).			
<u>Period</u>	<u>Monthly Base Rent</u>	<u>Annual Base Rent</u>	<u>Square Foot Cost</u>
Year 1	\$163,839.41	\$1,966,072.93	\$18.54
Year 2	\$168,754.59	\$2,025,055.12	\$19.10
Year 3	\$173,817.23	\$2,085,806.77	\$19.67
Year 4	\$179,031.75	\$2,148,380.98	\$20.26
Year 5	\$184,402.70	\$2,212,832.40	\$20.87

8. **Rental Increase:** The Base Rent shall increase by three (3%) percent annually on the anniversary of the Final Delivery Date and each year thereafter, including the Renewal Option Period(s), as described below.
9. **Renewal Option(s):** Tenant shall have three (3), five (5) year renewal option periods to extend this Lease in accordance with the terms contained herein ("Renewal Option Period"). The Tenant's rights and obligations pertaining to the Renewal Option Period are described, in Section 2(b) of the Standard Lease Provisions of this Lease.
10. **Additional Rent:** All sums of money required to be paid by Tenant to Landlord pursuant to the terms of this Lease, except for Base Rent, unless otherwise specified herein, shall be considered additional rent ("Additional Rent") and shall be collectible by Landlord in accordance with the terms of this Lease. Except as otherwise specifically provided herein to the contrary, Additional Rent shall be due and payable within thirty (30) days of Tenant's receipt of invoice together with reasonable supporting documentation.
11. **Service and Utilities:** Water, electrical, waste, and janitorial services shall be provided and paid for in accordance with Section 5 of the Standard Lease Provisions.
12. **Tenant's Pro Rata Share of Basic Operating Expenses and Additional Initial Occupancy Expenses:**
 - a. Basic Operating Expenses (defined below) for the Building (including the Premises), Land and Common Areas (collectively, the "Property") are estimated to be Two and 54/100 Dollars (\$2.54) per square foot. As a result, the agreed upon annual amount of the Basic Operating Expenses for the entire Property is Two Hundred Sixty-Nine Thousand Three Hundred Fifty-Six Dollars and 84/100 Dollars (\$269,356.84), which amount shall be subject to annual reconciliation, as described in Section 3 of the Standard Lease Provisions of this Lease. The annual amount paid monthly is Twenty-Two Thousand Four Hundred Forty-Six and 40/100 Dollars (\$22,446.40). Notwithstanding the foregoing, the Tenant's pro rata share of the Building total square footage during the Initial Occupancy Period is 48.19% of the 106,046 square feet, which results in the monthly amount of \$10,816.80 for Basic Operating Expenses during the Initial Occupancy Period.

ADSLLP-00086836.8

b. Additional Initial Occupancy Expenses (defined below) for the Property are estimated to be Five and 50/100 Dollars (\$5.50) per square foot. The agreed upon monthly amount of the Additional Initial Occupancy Expenses for the Initial Occupancy Period is \$23,422.21, which amount shall be subject to annual reconciliation, as described in Section 3 of the Standard Lease Provisions of this Lease.

13. **Tenant Improvements:** Landlord agrees to install a walk-in freezer measuring approximately 2,000 square feet (the "Walk-In Freezer"), in the location and pursuant to the per specifications from Landlord and approved by Tenant (the "Walk-In Freezer Plans"), shown on Exhibit "C" attached hereto (the "Tenant Improvements"). Tenant agrees to reimburse Landlord in the amount of \$215,000.00 for the Tenant Improvements to be paid intwenty-four (24) monthly payments of \$8,958.33. Tenant shall assist Landlord, when necessary, during the permit process.
14. **Security Deposit:** None
15. **Landlord Improvements:** Landlord shall complete the Landlord Improvements as described in Exhibit "D" to this Lease Agreement at its sole expense and provide Tenant written documentation evidencing the completion of such improvements prior to the Initial Devliery Date.
16. **Commencement of Rent:** Tenant's obligation to pay Base Rent, in addition to Basic Operating Expenses, Additional Initial Occupancy Expenses and any cost or expense associated with the Tenant Improvements shall be as follows:

(a) Upon delivery of the Initial Premises by Landlord, consisting of 51,103 square feet of space, scheduled to be delivered to Tenant on the Initial Delivery Date, the Tenant agrees to pay Landlord \$93,874.48, in rent per month, consisting of the following:

(i) Base Rent:	\$50,677.14
(ii) Additional Rent:	
(A) Basic Operating Expenses:	\$10,816.80
(B) Additional Initial Occupancy Expenses:	\$23,422.21
(iii) Tenant Improvements:	\$8,958.33 ¹
(iv) Total:	<u>\$93,874.48</u>

(b) Upon delivery of the Additional Premises by Landlord, consisting of an additional 54,943 square feet of space, scheduled to be delivered to Tenant on the Final Delivery Date, Tenant agrees to pay an additional \$54,485.14, in Base Rent, making the total rent for the Premises (defined as the Initial Premises and the Additional Premises) equal to \$105,162.28. The rent paid by Tenant pursuant to this section shall represent Tenant's financial obligation to Landlord for Base Rent,

¹ Tenant shall pay the monthly Tenant Improvement amount of \$8,958.33 for the first 24 months of the Initial Term.

Basic Operating Expenses, and any remaining monthly amount owed to Landlord for Tenant Improvements for the occupancy of one hundred (100%) percent of the Premises following the Final Delivery Date, which shall be as follows:

(i) Base Rent:	\$105,162.28
(ii) Additional Rent:	\$22,446.40
(iii) Total:	<u>\$127,608.68 plus the Tenant Improvement amount set forth in footnote 1.</u>

17. **Intentionally Omitted.**
18. **Right of Early Cancellation:** Tenant shall have the right to terminate this Lease in accordance with the terms and conditions set forth in Section 2(d) of the Standard Lease Provisions.
19. **Holdover:** Should the Tenant elect to remain in the Premises beyond the Termination Date, the Tenant shall remain responsible for any and all of the obligations and/or responsibilities associated with this Lease, and the Rent shall be one hundred and three (103%) percent of the Rent that is in effect during the last month of the applicable Term. Beyond the Termination Date, the Tenant's occupancy status shall be month-to-month, and can be terminated by either party on thirty (30) days' advance written notice. In the event of such holding over, all of the terms and conditions of this Lease, including payment of all charges owing hereunder shall remain in full force and effect on a month-to-month basis.
20. **Broker(s)**

Landlord's Broker: ComReal Miami Doral, LLC

Tenant's Broker: None

Landlord and Tenant hereby represent and agree that Tenant shall not be responsible to any real estate broker or other person entitled to claim a commission as a result of the negotiation, execution and/or delivery of this Lease.
21. **Number of Parking Spaces:** Two hundred seven (207) total parking spaces on the Land.
22. **Place for Rent Payment:** Tenant shall make all monthly Rent payments via automated clearing house ("ACH") debit. Upon execution of this Lease, Tenant shall cooperate with Landlord to establish such arrangement whereby payments of the Tenant's monthly Rent obligations are transferred by ACH debit, initiated by Landlord from an account established by Tenant at a United States bank or other financial institution to such account as Landlord may designate from time to time.

This Lease consists of the foregoing introductory paragraphs and Basic Lease Provisions (consisting of paragraphs 1 through 22), along with any and all exhibits, all of which are incorporated herein by this reference. In the event of any conflict between the information contained in the Basic Lease Provisions,

and the language in the Standard Lease Provisions, which follow, the Standard Lease Provisions shall control.

STANDARD LEASE PROVISIONS

1. LEASE GRANT

(a) Subject to the terms and conditions set forth herein, the Landlord hereby leases to the Tenant that certain Premises, which (i) as of the Initial Delivery Date, shall consist of the Initial Premises containing 51,103 square feet of the Building's total 106,046 rentable square feet of space, which is shown on the illustration that is attached hereto as "Exhibit A" and the non-exclusive right to use 100 parking spaces in the location shown on Exhibit "B" attached hereto, and (ii) as of the Final Delivery Date, shall consist of the Initial Premises and the Additional Premises containing 54,943 square feet of the Building's total 106,046 rentable square feet of space, which is shown on the illustration that is attached hereto as Exhibit "A". From and after the Final Delivery Date, the Premises shall consist of the Initial Premises and the Additional Premises and shall include the exclusive right to use all of the two hundred seven (207) parking spaces shown on Exhibit "B" attached hereto, as well as all appurtenances of the Building and the Land that are designated by the Landlord for the common use of tenants and others, such as sidewalks, unreserved parking areas, common corridors, lobby areas, and restrooms (the "Common Areas").

(b) Landlord warrants to Tenant that the existing tenant(s) of the Building have and shall have no right to occupy the Initial Premises from and after the Initial Delivery Date, and Landlord shall not make, amend or modify any lease or agreement with the existing tenant(s) pursuant to which the existing tenant's rights to so occupy the Premises are extended to or beyond such date. The Landlord shall use commercially reasonable efforts to ensure that the existing tenant(s) remove any and/or all of their personal property, including any and all trade fixtures, equipment and improvements (including, without limitation, telephones, cubicle furniture, and computer equipment) following the expiration or sooner termination of the existing tenant's occupancy, but at all cost, no later than the day immediately preceding the Initial Delivery Date. The failure of Landlord to deliver the entire Initial Premises to the Tenant on the Initial Delivery Date shall not be an automatic default of the Landlord under this Lease, resulting in the automatic termination of this Lease, so long as the Landlord shall promptly initiate and thereafter diligently pursue to completion an eviction process and/or a summary adjudication process action to secure and/or recover possession of the Initial Premises, and shall complete such process within thirty (30) days, thereby delivering possession of the Initial Premises to the Tenant by the date which is thirty (30) days after the Initial Delivery Date (and during such period of time the Tenant shall not be obligated to pay and rent or other cost or expense). The parties acknowledge and agree that the Landlord's obligation to terminate the leases of any existing and prior tenants of the Initial Premises and/or any portion thereof, and deliver the Initial Premises to the Tenant without any existing tenants shall be paramount in order for this Lease to commence. Further, the Landlord agrees to vacate the Additional Premises and deliver possession of the entire Premises to the Tenant on the Final Delivery Date. The Landlord shall deliver the Additional Premises to the Tenant on the Final Delivery Date, which, together with the Initial Premises, represents the entire Building. The failure of Landlord to deliver the Additional Premises to the Tenant on the Final Delivery Date shall not be an automatic default of the Landlord under this Lease, resulting in the termination

ADSLLP-00086836.8

of this Lease, so long as the Landlord shall promptly initiate and thereafter diligently pursue to completion an eviction process and/or a summary adjudication process action to secure and/or recover possession of the Premises. If by the Initial Delivery Date or the Final Delivery Date (the "Occupancy Deadlines"), the Landlord has failed to so deliver the Initial Premises or Additional Premises respectively to the Tenant, then for each day after the Occupancy Deadlines that such failure continues, the Tenant shall be entitled to one (1) day's free occupancy of rent (including, but not limited to the Initial Premises). If by the date that is sixty (60) days following the Final Delivery Date, the Landlord has still failed to deliver the entire Premises to the Tenant, the Tenant may seek remedy in both law or equity including, but not limited to, the right to terminate this Lease by notice thereof to the Landlord, whereupon this Lease shall terminate and be without further force or effect, except that Landlord shall reimburse Tenant for Tenant's actual and reasonable costs and expenses (including without limitation reasonable attorneys' fees) associated with negotiating, entering into and terminating this Lease, not to exceed \$15,000.00. Both Landlord and Tenant hereby agree that Tenant's acceptance of any portion of the Premises shall in no event create or establish a Landlord/Tenant relationship with Landlord's existing tenants, nor shall Tenant's acceptance of any portion(s) of the Premises be deemed a waiver of any legal remedies in the event of a default by Landlord under this Lease, which continues beyond the expiration of any applicable notice or cure period. The Landlord hereby covenants and agrees that the Tenant's use of Common Areas with other tenants shall be reasonably regulated by the Landlord, and terminated upon the Landlord's delivery of the entire Building to Tenant on the Final Delivery Date.

(c) The Tenant hereby accepts the Premises in its' current "as-is" "where-is" condition, with any and all faults, except to the extent that Landlord shall at Landlord's expense deliver the Premises with all existing electrical, mechanical, plumbing, HVAC, generator and refrigeration components (collectively, the "Building Systems") in good working order and shall warrant such systems for a period of ninety (90) days following Tenant's occupancy of the entire Premises, starting on the Final Delivery Date, and to the extent that the Landlord has expressly agreed elsewhere in this Lease Agreement to make any improvements and/or repairs to the Premises.

2. TERM

(a) Initial Term. The Initial Term of this Lease shall commence on the Initial Delivery Date, which is the first date that the Landlord will deliver any portion of the Building to the Tenant to occupy, which shall be the Initial Premises, consisting of 51,103 square feet of space. Thereafter, without notice or demand, the Landlord shall deliver possession of the Additional Premises to the Tenant on the Final Delivery Date. The Initial Term of this Lease shall expire on the date that is sixty (60) months following Final Delivery Date.

(b) Renewal Option. Subject to the provisions hereinafter set forth, the Landlord hereby grants to the Tenant the options to extend the term of this Lease as hereinafter set forth, on the same terms, conditions, and provisions as contained in this Lease, except as otherwise provided in this paragraph. The Landlord hereby grants the Tenant the option to extend the term of this Lease for three (3) additional five (5) year renewal option periods (the "Renewal Option Period"). The Renewal Option Period shall be exercisable by written notice from the Tenant to the Landlord One Hundred and Eighty (180) days prior to

ADSLLP-00086836.8

the last day of the then current term. The annual rent for the Premises payable during the Renewal Option Period shall increase by three (3%) percent annually, beginning from the amount of the Base Rent for the last month of the Term. Tenant may only exercise the Renewal Option Period if there exist no Event of Default under Section 18(a)(i) of this Lease Agreement beyond any applicable notice and cure periods both at the time of the giving of notice and at the expiration of the then applicable Term of this Lease.

(c) Holdover. If Tenant retains possession of the Premises after the expiration of this Lease, including any and all renewals or the earlier termination of this Lease, unless otherwise agreed in writing, such possession shall automatically become one of month-to-month tenancy terminable on thirty (30) days' advance written notice by either party to the other, and all of the terms and conditions of this Lease shall remain the same, and be applicable during such holdover period; provided during such period the Rent shall be payable at one hundred and threepercent (103%) of the Rent that is in effect during the last month of the applicable Term.

(d) Early Cancellation by the Tenant. Tenant shall have the right, without cause (i) at any time following the third anniversary of the Commencement Date; and (ii) at any time during any Renewal Option Period if exercised by Tenant, to terminate this Lease by giving the Landlord at least one hundred eighty (180) days' advanced written notice of such cancellation (the "Cancellation Notice") and upon payment to Landlord of the applicable Cancellation Fee (defined below) within thirty (30) days of the delivery of the Cancellation Notice. Upon such cancellation, this Lease shall terminate as though the cancellation date were the date originally fixed as the end of the term of this Lease. For purposes hereof, the term "Cancellation Fee" shall mean the following: (A) an amount equal to sixty percent (60%) of the remaining Base Rent due during the Initial Term if the Cancellation Notice is received by Landlord during the fourth year of the Initial Term; and (B) an amount equal to forty percent (40%) of the remaining Base Rent due during the Initial Term if the Cancellation Notice is received by Landlord during fifth year of the Initial Term. No Cancellation Fee shall be payable by Tenant if Tenant exercises its right to terminate the Lease pursuant to this Section during any Renewal Option Period.

3. RENT

(a) The Tenant's obligation to pay Base Rent and/or any other financial obligation shall begin as of the Commencement Date, as such rental amounts are described below.

(i) Subject to Landlord's delivery of the Initial Premises, the Tenant agrees to pay Base Rent to the Landlord for the Initial Occupancy Period in the amount of Fifty Thousand Six Hundred Seventy Seven and 14/100 Dollars (\$50,677.14), which represents Eleven and 90/100 Dollars (\$11.90) per square foot per month. (as illustrated in Section 7, of the Basic Lease Provisions).

(ii) On the Final Delivery Date, subject to the Landlord's delivery of the Additional Premises, in addition to the Initial Premises, delivered to Tenant on the Initial Delivery Date, the Tenant's payment of Base Rent to Landlord, pursuant to this provision, shall increase and thereafter shall be based upon the Landlord's delivery of the total 106,046 square feet of space of the Building to Tenant, which shall result in Tenant's occupancy of one hundred (100%) percent of the Property, and the annual rent shall increase to

One Million Two Hundred Sixty-One Thousand Nine Hundred Forty-Seven and 36/100 Dollars (\$1,261,947.36) which represents Eleven and 90/100 Dollars (\$11.90) per square foot annually. Such amount shall be payable by the Tenant on a monthly basis, in equal monthly installments of One Hundred Five Thousand One Hundred Sixty-Two and 28/100 Dollars (\$105,162.28) (as illustrated in Section 7, of the Basic Lease Provisions).

(b) Commencing on the first anniversary of the Final Delivery Date, and every anniversary of the Final Delivery Date thereafter, including each Renewal Option Period, the Tenant agrees that, the Base Rent shall be increased by three (3%) percent over the prior year's Base Rent.

(c) All monthly installments of Base Rent shall be payable in advance on the fifteenth (15th) day of each calendar month during the Term hereof, with the exception of the month of October, which will be processed after the close of the Tenant's fiscal year on September 30th of each year, and shall not be deemed late provided that the payment for the month of October is made no later than October 31st of such year. Further, the Landlord acknowledges and agrees that the Tenant is not permitted, by ordinance, to pay late fees.

(d) The term "Base Rent", Additional Rent, "Rent" or "rent" (the terms are interchangeable in this Lease) shall, unless otherwise agreed to by the parties, as evidenced in this Lease, refer to all rent, along with any and all charges, fees, costs, and/or expenses incurred by the Landlord in the ownership and/or operation of the Property. Rent for any partial month of the Term shall be prorated on a per diem basis.

(e) As Additional Rent, Tenant shall pay to the Landlord in advance on the fifteenth (15th) day of each calendar month (i) Tenant's proportionate pro-rata share of the Basic Operating Expenses associated with the Premises which are incurred during the Term of this Lease and any Renewal Option Period thereof; and (ii) Tenant's proportionate pro rata share of the Additional Initial Occupancy Expenses associated with the Premises which are incurred during the Initial Occupancy Period.

(i) Beginning on the Initial Delivery Date and continuing for the remainder of the Initial Occupancy Period, the Tenant shall be responsible for the payment of Tenant's proportionate pro-rata share of the Basic Operating Expenses attributable to the Tenant's percentage of occupancy within the Building, which is estimated to be 48.19% of the total 106,046 square feet of space. The monthly amount of the Basic Operating Expenses, which the Tenant shall pay the Landlord, for the Initial Occupancy Period shall be Ten Thousand Eight Hundred Sixteen and 80/100 Dollars (\$10,816.80) a month, based on the estimated amount of Two and 54/100 Dollars (\$2.54) per square foot, and which amount shall be subject to annual reconciliation as provided below.

(ii) Beginning on the Initial Delivery Date and continuing for the remainder of the Initial Occupancy Period, Tenant shall be responsible for the payment of Tenant's proportionate pro-rata share of the Additional Initial Occupancy Expenses attributable to Tenant's percentage occupancy within the Building, which is estimated to be 48.19% of the total 106,046 square feet of space. The monthly amount of the Additional Initial Occupancy Expenses, which Tenant shall pay to Landlord, for the Initial Occupancy Period shall be Twenty-Three Thousand Four Hundred Twenty-Two and 21/100 Dollars

ADSLLP-00086836.8

(\$23,422.21) a month, based on the estimated amount of Five and 50/100 Dollars (\$5.50) per square foot, and which amount shall be subject to annual reconciliation as provided below.

(iii) Beginning on the Final Delivery Date, the Tenant's proportionate pro-rata share of the Basic Operating Expenses shall be one hundred (100%) percent of the total Basic Operating Expenses relating to the entire Property, which is estimated to be Two and 54/100 Dollars (\$2.54) per square foot, in the agreed amount of Two Hundred Sixty-Nine Thousand Three Hundred Fifty-Six and 84/100 Dollars (\$269,356.84), which amount shall be subject to annual reconciliation, as described herein below. The annual amount paid monthly is Twenty-Two Thousand Four Hundred Forty-Six and 40/100 Dollars (\$22,446.40).

(iv) For purposes hereof "Basic Operating Expenses" are and shall mean the following (1) all costs and expenses of every kind and nature paid or incurred by the Landlord in maintaining the landscaping of the Property, (2) real estate taxes (defined below), (3) all dues, assessments, fees, charges, and levies of any nature charged to Landlord pursuant to any declaration, easement agreements, or other recorded covenants encumbering the Premises, (4) all premiums for casualty, liability and other types of insurance obtained by Landlord relating to the Building and the Land, and (5) the monthly amortization of the cost of any repairs and replacements of a capital nature (excluding the Structural Elements (defined below) incurred by Landlord during the Initial Occupancy Period, which shall be amortized on a straight line basis over the useful life of such item in accordance with generally accepted accounting principles, consistently applied, and is generally charged as an operating expense to the tenants by landlords of comparable buildings in the Miami-Dade County, Florida. Notwithstanding anything contained herein to the contrary herein, Basic Operating Expenses shall not include any Additional Initial Occupancy Expenses.

(v) For purposes hereof, "Additional Initial Occupancy Expenses" are and shall mean: (1) all costs and expenses of every kind and nature paid or incurred by the Landlord in performing Common Area maintenance, including, but not limited to, cleaning, operating, altering, managing, equipping, lighting, repairing, improving, restoring, renovating, replacing and maintaining all Common Areas, including signs, elevators, parking areas, parking area and sidewalk pavement, Building Systems not exclusively serving the Premises, and facilities serving and/or required to be maintained by the Landlord (including parking facilities and access ways contiguous with the Building and available for use by occupants of the Building by reason of easement rights or if the Landlord is otherwise required to maintain or repair same) and all other areas of the Property, but excluding landscaping; (2) the cost of electricity, water, and sewer services to the Common Areas, and the cost of the operation, maintenance and repair of any water and sewer lines and storm water drainage facilities and other maintenance, repairs performed by Landlord; and (3) the cost of the Services and Utilities provided under Section 5 below.

(vi) Basic Operating Expenses and Additional Initial Occupancy Expenses (collectively, the "Expenses") shall not include those costs and/or expenses that are the sole financial responsibility of the Landlord, such as the Structural Elements of the Building. Additionally, the Expenses shall not include any duplication of fees. The Expenses shall not include the costs of Landlord's wages, unemployment taxes, social security taxes, and assessments, the cost or expense to process or handle bills and/or invoices as well as other items typically performed by landlords in similar buildings located in Miami-Dade County,

ADSLLP-00086836.8

Florida. The Expenses, shall not include depreciation or amortization of the Building or equipment, interest on any amortization of debts, financing or refinancing costs, leasing commissions, legal expenses related to making or enforcing other leases, mortgages, ground rents or increases, Landlord's executive salaries, costs of tenant's improvements made specifically for the Tenant (and/or any other tenant), advertising and promotional expenses, inheritance, franchise, gains or income taxes, costs of remedial action for hazardous materials, and except to the extent Tenant has expressly agreed to incur all or a portion of the following costs pursuant to the terms of this Lease, costs of curing violations of any laws and other requirements of any public authorities existing on the date hereof and any fines or penalties payable with respect thereto, costs of constructing, expanding and improving the Building, Common Areas and common facilities, and any other costs, capital improvements or replacements properly chargeable to capital account under generally accepted accounting principles.

(vii) Landlord shall have the right to reasonably estimate in good faith the Expenses for each calendar year during the Term. However, notwithstanding the foregoing, annually, the Landlord shall, without request or demand, submit to the Tenant evidence of its cost in maintaining the Building and the Land (the "Reconciliation"), which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Upon evidence of any overpayment by the Landlord, as acknowledged or agreed to by the Tenant, the Tenant shall, within sixty (60) calendar days, reimburse the Landlord for the amount that the Landlord spent above and beyond the amount of the annual Expenses paid by the Tenant. Should, as a result of the Year-end reconciliation, it is determined that the Landlord was overpaid by the Tenant, then, within sixty (60) calendar days, the Landlord shall reimburse the Tenant for any such sum paid by the Tenant.

(viii) For the purposes hereof, "real estate taxes" are all general and specific taxes pertaining to the Building and the Land including any existing and future assessments for road, sewer, utility and other local improvements and other governmental charges which may be lawfully charged, assessed or imposed upon the Landlord. The Landlord agrees that real estate taxes shall be determined as of the lowest amount assessed by any tax collector, or government agency (tax amount payable each year at the end of November). Real estate taxes shall not include income, capital levy, franchise, capital stock, gift, estate, or inheritance tax. The term "Assessments" shall include any and all so-called special assessments, license tax, business license fee, business income tax, commercial rental tax, levy, and/or charge against the Building and/or the Land, and for all intense and purposes for this Lease shall be considered real estate taxes. If an Assessment is payable in installments, taxes for that year shall include the amount of the installment minus any interest due and payable as a result of the installments. For real estate taxes and Assessments, if a change, particularly a reduction, in the real estate taxes is obtained for any year of the term, and the Landlord receives a refund, reimbursement, or other compensation, or lower valuation, estimation, or assessment, then the real estate taxes for that year shall be automatically retroactively adjusted, and the Landlord, without demand, shall provide the Tenant with a credit against the next installment of Basic Operating Expense payment or refund within sixty (60) calendar days, at Tenant's election, based on such adjustment. Real estate taxes for the last year of the Lease shall be prorated to and including the date Tenant quits possession of the Premises. If the actual real estate tax bill is not available to calculate the amounts due from Tenant during the last year of the Lease, Landlord shall be entitled to

ADSLLP-00086836.8

require use of the amount of real estate taxes during the previous year for the sums due prior to the end of the Term.

(ix) Tenant shall have the right, at its own expense and upon written notice given to Landlord no later than one hundred twenty (120) days after receipt of the Reconciliation, to inspect, review, and/or otherwise audit the books and records, of the Landlord pertaining to the Expenses. Upon the Tenant's written request, the Landlord shall promptly furnish to the Tenant, Landlord's bills, records, receipts, insurance certificates and policies relating to the Expenses for the immediately preceding calendar year. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the costs and/or expenses associated with the Expenses, and Landlord agrees with such determination, then the amount of such adjustment shall be payable by Landlord to the Tenant within sixty (60) days. In the event that Tenant's examination reveals that an error has been made in the Landlord's determination of the payment of cost and/or expenses for the Expenses, and Landlord disagrees with the results thereof, then Landlord shall have sixty (60) days to obtain a review by a Certified Public Accountant of its choice to determine the payment of costs and/or expenses for the Expenses. In the event Landlord's accountant and Tenant's reviewer are unable to reconcile their reviews of the Landlord's books and records, then both the Landlord's accountant and the Tenant's reviewer shall mutually agree upon an accountant, which cost shall be borne by both parties, and the determination by the independent accountant regarding the payment of costs and/or expenses for Expenses for the Building and the Land shall be conclusive.

(x) Payments for the Expenses shall be made monthly by the Tenant, based on Landlord's reasonable estimate of the current year's Expenses. This amount may be adjusted annually, as reasonably determined by the Landlord. Tenant shall pay any amount due on account of Landlord's year-end reconciliation within thirty (30) days of Landlord's invoice, which shall include copies of invoices, credit card statements, and cancelled checks (front and back of cancelled checks). Tenant shall pay any special assessment, if applicable, within thirty (30) days of Landlord's notice of same.

(f) Landlord and Tenant represent that at the present time, there is no sales tax due on the Rent because of Tenant's status as a government entity. So long as Tenant is considered to be tax-exempt, Landlord will not collect, or attempt to collect, sales tax on any rent payments due under this Lease and all references to Florida sales tax shall not be applicable.

4. **PURPOSE**

(a) The Tenant shall use the Premises for general warehouse, refrigeration, and office uses, not inconsistent with the character and type of tenancy found in comparable buildings utilized by governmental agencies and/or entities. The Premises shall not be utilized for any other purpose without the prior written consent of the Landlord, unless expressly described herein this Lease.

(b) The Tenant shall not, at any time, use or occupy the Premises, or permit any act or omission in or about the Premises, in violation of any law, statute, ordinance, or any governmental rule, regulation, or order or any declaration, easement agreement, or other recorded covenant encumbering the Premises, and the Tenant shall, upon written notice from the Landlord, discontinue any use of the Premises which is

ADSLLP-00086836.8

declared by any governmental authority to be a violation of law or which is in violation of any recorded covenant. If any law(s) shall, be reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon the Tenant or Landlord with respect to the following: (i) modification or other maintenance of the Premises; or (ii) the use, alteration, or occupancy thereof, the Tenant shall comply with such law at Tenant's sole cost and expense. Without in any way limiting the foregoing provisions, Tenant shall comply with all legal requirements relating to the Americans with Disabilities Act of 1990 (the "ADA"), as such may be amended from time to time, and all regulations promulgated thereunder, as it affects the Premises now or hereafter in effect, provided however that such obligation shall not include the addition or modification of any structural component to the Premises.

(c) The Tenant shall neither suffer nor permit the Premises, nor any part thereof, to be used in any manner, nor anything to be done therein, nor suffer or permit anything to be brought into or kept therein, which would in any way: (i) make void or voidable any fire or liability insurance policy then in force with respect to the Premises, the Building, and/or the Land; (ii) make unobtainable from insurance companies authorized to do business in the State of Florida and fire insurance with extended coverage, or liability, or other insurance required to be furnished by the Landlord under the terms of any lease or mortgage to which this Lease is subordinate at standard rates; (iii) cause or in the Landlord's reasonable opinion be likely to cause physical damage to the Premises, the Building, and/or the Land; (iv) constitute a public or private nuisance; (v) impair the appearance, character or look of the Building; (vi) discharge objectionable fumes, odors, or vapors into the air conditioning system of the Building, or into the Building flues or vents not designed to receive them or otherwise in such manner as may unreasonably offend other occupants of the Building; (vii) create unnecessary waste in, on or around the Premises, the Building, and/or the Land; and/or (viii) make any noise or set up any vibration which will disturb other tenants, except in the course of repair, or alterations, or at other times authorized by the Landlord.

5. **SERVICES AND UTILITIES**

(a) During the Initial Occupancy Period, the Landlord shall furnish, or cause to be furnished, to the Premises the services and utilities described below (the "Services and Utilities") subject to the conditions and standards set forth in this Lease:

- (i) Water;
- (ii) Electrical;
- (iii) Waste; and
- (iv) Janitorial.

Tenant agrees to pay to Landlord its pro-rata share of the Services and Utilities, as Additional Initial Occupancy Expenses, during the Initial Occupancy Period in accordance with Section 3 above.

(b) During the Initial Occupancy Period, Landlord shall perform or cause to be performed in the Premises, janitorial services to the Premises by a bonded and insured janitorial company approved by the Tenant. Landlord and Tenant agree that during the Initial Occupancy Period, janitorial services shall be

ADSLLP-00086836.8

performed after business hours, Monday-Friday after 5:00 pm, Saturday after 2:00 pm, or upon request or during an emergency that requires immediate janitorial services.

(c) During regular business hours during the Initial Occupancy Period, the Landlord shall provide heating and air conditioning in season to the Premises, and at temperatures that are standard for comparable buildings in Miami-Dade County. Tenant, upon such advance notice as is reasonably required by the Landlord, shall have the right to receive HVAC services during non-regular business hours, however, the Tenant hereby agrees to pay the Landlord the standard charge for the additional HVAC services, as Additional Rent, as such cost is reasonably determined by the Landlord.

(d) From and after the Final Delivery Date, Tenant shall directly contract and timely pay for the costs of the Services and Utilities used or consumed on the Premises.

(e) Notwithstanding anything contained herein to the contrary, Landlord shall not be liable for damage to Tenant's business, Tenant's personal property, for constructive eviction, nor for any other claim by Tenant resulting from an interruption in any utility services.

6. **MAINTENANCE AND REPAIRS**

(a) Landlord's Duties.

(i) Landlord shall repair, replace, and maintain the Structural Elements of the Building and shall maintain the landscaping of the Property, unless issues to the maintenance and repairs are caused by the gross negligence, or the intentional or willful act of the Tenant, its agents, employees, licensees, or invitees, in which case the Tenant shall pay the Landlord the cost of such maintenance and/or repairs, less the amount of any insurance proceeds received by the Landlord on account thereof. Except for the maintenance of the Structural Elements of the Building (which shall be maintained at Landlord's sole costs and expense) Tenant shall reimburse Landlord for the reasonable costs of such maintenance as Basic Operating Expenses pursuant to Section 3 above. As used herein, the term "Structural Elements" shall mean the roof, the roof membrane, roof covering (including interior ceiling if damaged by leakage), exterior walls (except for windows), load bearing walls and floor slabs and masonry walls, structural support beams, and the foundation of the Building. The Landlord shall be solely responsible for any and all damages and repairs caused by the Landlord, and/or its employees, tenants, agents and/or vendors.

(ii) During the Initial Occupancy Period, the Landlord shall also maintain and keep in good order, condition, and repair the Common Areas of the Property. Tenant shall reimburse Landlord for the costs of such maintenance as Additional Initial Occupancy Expenses pursuant to Section 3 above.

(iii) The Landlord shall make any and all repairs at the least within thirty (30) days of written notice of the need therefor; provided if such work reasonably takes longer than thirty (30) days to complete, Landlord shall not be in default hereunder if Landlord has commenced performance within the thirty (30) day period and at all times thereafter proceeds diligently to complete its obligations. Notwithstanding the foregoing, Landlord hereby agrees to perform any obligation it has agreed to incur hereunder as soon as possible in the event of an "emergency," defined as an event which threatens the safety

ADSLLP-00086836.8

and/or well-being of the occupants of the Premises, or which prevents Tenant from continuing ongoing operations (in Tenant's sole reasonable opinion).

(iv) Notwithstanding the forgoing, during the Initial Occupancy Period, the Landlord shall make any and all necessary repairs to the HVAC system within forty-eight (48) hours upon receiving any notice or complaint from the Tenant. (ii) In order to minimize any disruption to the Tenant's use of the Premises, the Landlord shall notify the Tenant in advance, within at least 24-hour notice of any maintenance and/or repairs to be performed in the Premises, and/or which will affect the Premises. Upon receiving the Landlord's notice of pending repairs and/or maintenance, the Tenant shall reasonably consent to such work, and the Landlord shall, while being escorted by the Tenant, proceed to construct, improve, repair and/or complete any work that is necessary to properly maintain the Premises. Any and all repairs to the Premises shall, to the greatest extent possible, be performed during non-business hours, to further minimize the impact upon the Tenant, and its employees. In the event that Landlord fails to make necessary repairs pursuant to this Section, the Tenant shall give the Landlord thirty (30) days' notice to do such repairs as are reasonably required. In the event that the Landlord fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Tenant shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Landlord, as are reasonably necessary to perform such maintenance and repairs. Tenant shall thereafter be entitled to reimbursement by Landlord of the reasonable costs incurred by Tenant in the performance of required repairs on behalf of Landlord.

(b) Tenant's Duties. The Tenant, at Tenant's sole cost and expense, shall, except for services furnished or otherwise provided by the Landlord, maintain the Premises and all trade fixtures and refrigeration equipment contained therein in a safe, clean, and neat condition, and otherwise in good order and repair. The Tenant shall maintain lavatory, toilet, wash basin, kitchen facilities, all Building Systems exclusively serving the Premises and any supplemental HVAC system (including all plumbing connected to said system installed by or on behalf of the Tenant). From and after the Final Delivery Date, Tenant, at its sole costs and expenses, shall also maintain and keep in good order, condition, and repair the Common Areas of the Property including, but not limited to, all signs, elevators, parking areas, parking area and sidewalk pavement, utilities and facilities, all Building Systems, and all other areas of the Property (but excluding landscaping). Further, the Tenant shall pay for the cost of any repairs to the Property made necessary by any negligence or willful misconduct of the Tenant, or any of its agents, vendors, employees, licensees, or invitees. In the event that the Tenant fails to so maintain the Premises in good order, condition, and repair, the Landlord shall give the Tenant thirty (30) days' notice to do such acts as are reasonably required to properly maintain the Premises. In the event that the Tenant fails to commence such work within the thirty (30) day period, and diligently pursue it to completion, then the Landlord shall have the right, but shall not be required, to do such acts and expend such funds, at the expense of the Tenant, as are reasonably necessary to perform such maintenance and repairs. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(c) Supplemental HVAC System. The Tenant acknowledges and agrees that whenever a supplemental HVAC system is installed in all or part of the Premises, at the direction or for the benefit of

the Tenant, the Tenant shall enter into a regularly scheduled preventative maintenance and service contract, at the Tenant's sole cost and expense, which contract shall be either through a third-party agent or vendor of the Tenant, or by employees of an agency or department of the Tenant, which has the appropriate and experienced maintenance and service personnel for servicing such HVAC system and equipment, and shall provide the Landlord with a copy of the same. Any third-party contract shall be subject to the Landlord's prior approval, which approval will not be unreasonably withheld or delayed. Such contract shall include, at minimum, all services recommended by the equipment manufacturer and must be effective within sixty (60) days of installation of such HVAC system. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

7. **ALTERATIONS AND IMPROVEMENTS**

(a) The Tenant shall make no alterations, additions, and/or improvements to the Premises, or any portion thereof, without obtaining the prior written consent of the Landlord. The Tenant shall submit any such request to the Landlord at least thirty (30) days prior to the proposed commencement date of such work. Landlord may impose, as a condition to such consent, such requirements as the Landlord may deem necessary in its reasonable judgment, including the manner in which the work is performed, the times during which the work is to be accomplished, approval of all plans and specifications, and the procurement of all building permits and licenses. Further, the Landlord shall be entitled to post notices on and about the Premises with respect to the Landlord's non-liability for mechanics' liens in connections with alterations or improvements made by the Tenant, and Tenant shall not permit such notices to be defaced or removed. Tenant further agrees not to connect any apparatus, machinery, or device to the Building systems, including electric wires, water pipes, fire safety, and HVAC system, without the prior written consent of the Landlord.

(b) All alterations, improvements, and/or additions to the Premises shall be deemed a fixture, and thereby a part of the real estate and property of the Landlord, and shall remain upon and be surrendered with the Premises as a part thereof without molestation, disturbance or injury at the end of the Term of this Lease, whether by expiration or otherwise, unless the Landlord, by notice given to the Tenant, shall elect to have the Tenant remove all or any such alterations, additions, and/or improvements (excluding non-movable office walls), and in such event, the Tenant shall promptly after the termination of this Lease, remove, at its sole cost and expense, such alterations, improvements, and/or additions, and restore the Premises to the condition in which the Premises was in prior to the making of the same, reasonable wear and tear excepted. Notwithstanding the foregoing, all moveable partitions, IT communication cabling and wiring, telephones, and other machines and equipment which are installed in the Premises by or for the Tenant, without expense to the Landlord, and can be removed without structural damage to, or defacement of, the Building or any portion of the Premises, and all furniture, furnishing, equipment and other articles of property owned by the Tenant, and located in or about the Premises (all of which are herein called the "Tenant's Property") shall be and remain the property of the Tenant, and may be removed by the Tenant at any time during the term of this Lease. Any laundry equipment and/or machinery approved by Landlord to be installed by the Tenant at the Premises in accordance with Section 7(a) of this Lease Agreement shall remain the Tenant's Property and may be removed by the Tenant at any time during this Lease. However, if any of the Tenant's Property is removed, Tenant shall repair or pay the cost of repairing any damage to

the Building, and/or the Premises, resulting from such removal. All additions, improvements, and/or alterations which are to be surrendered with the Premises shall be surrendered with the Premises, as a part thereof, without cost to, or compensation by, the Landlord, at the end of the Term of this Lease, or the earlier termination thereof. Tenant may remain in the Premises up to five (5) days after the Termination Date, without the payment of Rent, for the sole purpose of removing Tenant's Property. If Tenant fails to remove any of Tenant's Property after vacating the Premises, beyond the aforementioned five (5) day period, without Landlord's consent, the Landlord, at Tenant's expense, may remove and either dispose of, or store, the Tenant's Property and perform any other required clean-up and/or repairs to the Premises. Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse the Landlord for the reasonable cost incurred by the Landlord for the removal, and disposal or storing of Tenant's Property, and the clean-up and/or repair of the Premises.

(c) Landlord hereby agrees to leave in the Premises, at no additional cost to Tenant, for the use and enjoyment of Tenant, during the duration of Tenant's term and any extension thereof, the following improvements and/or fixtures:

(i): The thirty-four (34) built-in office cubicles, located in the East Warehouse area of the Building, and in the Common Area of the First Floor as of the effective date of this Lease.

(d) If the Landlord permits persons hired, retained, or requested by the Tenant (other than employees of the Tenant) to perform any alterations, improvements, and/or additions to the Premises, then prior to the commencement of such work, the Tenant shall deliver to the Landlord sufficient proof evidencing the appropriate licenses, and insurance as reasonably required by the Landlord. Any and all such insurance shall name the Landlord as an additional insured and shall provide that the same may not be canceled or modified without thirty (30) days prior written notice to the Landlord.

(e) Subject to the terms, conditions, and covenants of this Lease, Landlord, at its initial expense shall complete the Tenant Improvements in good, workmanlike and timely manner, which Tenant Improvements shall consist of the installation of the Walk-In Freezer pursuant to the Walk-In Freezer Plans attached hereto as Exhibit "C". The Landlord shall substantially complete all of the Tenant Improvements as set forth in the Walk-in Freezer Plans within one hundred twenty (120) calendar days of the Commencement Date. If the Tenant Improvements cannot be substantially completed within such period of time, Landlord shall use commercially reasonable efforts to complete such work within a reasonable period thereafter. The Tenant Improvements shall be deemed substantially completed when all of the work is done substantially in accordance with the Walk-in Freezer Plans, along with any and all building permit(s), notwithstanding the necessity to correct adjust, or complete certain items, so long as corrections, adjustments, or completion do not impede the Tenant from occupying and utilizing the Premises for the purpose intended, as expressed in the Walk-in Freezer Plans. Landlord shall maintain the Walk-In Freezer for a period of one (1) year following the completion thereof at Landlord's sole cost and expense. Thereafter, Tenant shall, at its sole cost and expense, maintain and service including repairs and replacement, of the Walk-In Freezer during the remainder of the Term of the Lease. The Landlord shall maintain a copy of the manufacturer's warranty information, if any, and will cooperate with the Tenant to the extent warranty repairs are required.

ADSLLP-00086836.8

(i) Tenant hereby agrees to reimburse Landlord, the total sum of Two Hundred Fifteen Thousand Dollars (\$215,000.00) for the construction and/or installation of a walk-in freezer (the "Tenant Improvements") measuring approximately 2,000 square feet, for the benefit use of the Tenant in the Premises. Tenant shall reimburse Landlord Eight Thousand Nine Hundred Fifty-Eight and 33/100 Dollars (\$8,958.33) monthly over a twenty-four (24) month period, for the cost and expense of constructing and/or installing the walk-in freezer according to the terms and conditions of the Walk-in Freezer Plans. Reimbursement due to Landlord, under this provision of the Lease, shall be deemed Rent.

(ii) Landlord shall not charge Tenant any construction supervision, management supervision, consultation, or other fees with respect to the construction and/or installation of the Tenant Improvements. The Tenant shall have the right to inspect the Premises during construction and/or installation of the Tenant Improvements, and all work which is reasonably unsatisfactory to the Tenant must be corrected or repaired at Landlord's expense; provided that Tenant provides Landlord with written notice of any such unsatisfactory work within thirty (30) days of completion of the Tenant Improvements.

8. **RIGHT OF QUIET ENJOYMENT**

(a) If, and so long as, Tenant pays the Rent, and keeps and performs each and every term, covenant, and condition under this Lease, as required by the Tenant to be kept and performed, the Tenant shall quietly enjoy the Premises for the term hereof, and any extension or renewal thereof, without hindrance or molestation by the Landlord, or anyone claiming by, through, or under the Landlord, subject to terms, covenants, and conditions of this Lease.

(b) Subject to Tenant's reimbursement obligations for taxes and assessments pursuant to Section 3 above, Landlord shall pay any and all taxes and assessments so as not to jeopardize Tenant's use and occupancy of the Premises. The Landlord, the foregoing notwithstanding, shall be entitled to contest any tax or assessment which it deems to be improperly levied against the Premises, the Building, and/or the Land, so long as the Tenant's use of the Premises is not interfered with throughout the term of this Lease.

9. **ASSIGNMENT AND SUBLETTING**

(a) The Tenant shall not permit any part of the Premises to be used or occupied by any person(s) other than the Tenant, and its employees, licensees, and invitees. Tenant shall not voluntarily, by operation of law, or otherwise, assign, sublease, transfer, or encumber this Lease, or any interest herein, or part with possession of all or any part of the Premises, without the Landlord's prior written consent, which shall not be unreasonably withheld; provided that the Tenant may, without Landlord's consent but with prior written notice to Landlord, assign or sublease the Premises to a different agency or department of the Tenant, and/or the State of Florida, including any department thereof at any time, and from time to time, so long as Tenant is not in default under this Lease. Any assignment or sublease without the Landlord's prior written consent, as required herein, shall be void or voidable, at the Landlord's discretion, and may, at Landlord's election, constitute a default hereunder, notwithstanding Landlord's acceptance of rent payments from any purported assignee or sub-tenant.

(b) In the event of any assignment or subletting, the Tenant shall remain fully liable for the performance of all of the terms and conditions of this Lease, unless the Landlord, in writing, consents in its sole discretion to the Tenant being released from any further liability or responsibility under this Lease.

(c) Landlord's consent in one instance, and any other act or acts of Landlord or its agents, shall not be deemed to constitute consent to any subsequent assignment or subletting.

(d) To the extent that the Landlord's consent is necessary, the Tenant shall provide the Landlord with a copy of any proposed assignment or sublease of the Premises, and to the extent then available a copy of any document pursuant to which any such assignment or sublease may be made, at least twenty (20) business days prior to the proposed effective date of the assignment or sublease. The Landlord shall approve or disapprove of the proposed assignment or sublease within ten (10) business days of receiving the proposed assignment or sublease.

10. **LIENS**

Tenant shall keep the Premises, the Building, and the Land free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Tenant. In the event any lien is filed against the Land or the Landlord's property as a result of or in connection with any work performed or materials furnished to Tenant or on Tenant's behalf, Tenant shall promptly discharge or satisfy said lien within thirty (30) days of receipt of notice of such lien.

11. **EMINENT DOMAIN**

(a) If any part of the Premises, the Building, and/or the Land (not resulting in a total taking of the Premises, thereby causing a termination of this Lease) is taken under the power of eminent domain, or similar authority or power, or sold under imminent threat thereof, to any public or quasi-governmental authority or entity, this Lease shall terminate as to the part of the Premises so taken or sold, effective as of the date taking, or the date that delivery of possession is required, by such public or quasi-governmental authority or entity. The Rent for the remainder of the term under this Lease shall be reduced in the proportion that the Tenant's total square footage of the Premises is reduced by the taking. Further, the Tenant shall be entitled to recover and keep for itself from the public or quasi-governmental authority or entity any amount(s) necessary to compensate the Tenant for any and all damages, losses, and for any other reason attributable as a result of such taking.

(b) If a total taking of the Premises, the Building, or the Land occurs, or if a partial taking or the sale of the Building, or the Land occurs, and it: (i) results in an inability of the Tenant to use the Premises for the Tenant's intended purpose, as determined by the Tenant; or (ii) renders the Building unviable or useless to the Tenant, this Lease shall terminate, with such termination being made effective thirty (30) days after the Tenant receives notice of such taking, or when the taking occurs, whichever is sooner.

(c) All condemnation awards and similar payments shall be paid and belong to the Landlord, except any amounts otherwise described above in this Lease, in addition to any amounts awarded or paid specifically for Tenant's trade fixtures, loss of business, relocation costs, and other benefits that the Tenant

ADSLLP-00086836.8

is otherwise entitled to receive under the law (provided Tenant's award does not reduce Landlord's award or attribute any value to the remaining leasehold interest). Nothing contained herein shall prevent or diminish the Tenant's right to deal on its own behalf with the condemning authority.

12. **ACCESS OR ENTRY BY LANDLORD**

(a) Upon three (3) business days prior written notice to Tenant (except in the event of emergency), the Landlord or Landlord's employees, agents, and/or contractors may enter the Premises at reasonable times for the purpose of inspecting, altering, improving, or repairing the Premises, or other portions of the Building, and for ascertaining compliance by Tenant with the provisions of this Lease. During the course of any such inspection, the Landlord, and/or its employees, agents, and/or contractors shall be escorted by an employee of the Tenant throughout the Premises.

(b) Landlord may also show the Premises to prospective purchasers, renters (but only within the last nine (9) months of the term of this Lease), or lenders during regular business hours, and upon 24 hours prior written notice to Tenant, provided that the Landlord shall not unreasonably interfere with the Tenant's business operations, or with Tenant's use and occupancy of the Leased Premises. During the course of any such showing of the Premises, the Landlord, and/or its prospective purchasers, renters, or lenders shall be escorted by an employee of the Tenant throughout the Premises.

(c) Landlord shall repair, at Landlord's expense, and damage to the Premises resulting from the exercise of the foregoing right of access by Landlord, or any of Landlord's employees, agents and/or contractors.

13. **SIGNAGE**

(a) All signs and symbols placed on the doors or windows or elsewhere about the Premises, which are visible from outside of the Premises, or upon any other part of the Building, including building directories, shall be subject to the approval of the Landlord, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, subject to compliance with applicable law and any recorded covenants and restrictions affecting the Property, the Tenant shall be permitted to place its logo, and/or shield, and/or flag on or about the Property, at its own sole cost and expense without such being altered, changed, revised, and/or modified by the Landlord.

(b) The Tenant shall be entitled to have its name displayed on any and all existing Building directories, if any, and any outdoor monument sign, if any, at the Tenant's sole cost and expense.

14. **INSURANCE**

(a) **Landlord's Insurance.** The Landlord shall, during the term of this Lease, at its sole cost and expense (but subject to Tenant's reimbursement obligations for insurance premiums pursuant to Section 3 above), carry fire, windstorm, hail, flood (if in a 100-year flood zone), and extended coverage insurance on the improvements of the Premises and the Building to the full replacement value.

(b) Tenant's Insurance. The Tenant is self-insured. Further, the Landlord hereby acknowledges that the Tenant is self-insured, and therefore the Tenant shall not be required to secure any type of insurance coverage during the Term of this Lease.

15. RELEASE AND INDEMNIFICATION

(a) The Landlord shall indemnify and hold harmless the Tenant and its officers, employees, agents and instrumentalities from and any all liability, losses or damages, including attorneys' fees and costs of defense, which the Tenant or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the negligence of the Landlord or negligence of its employees, agents, partners, principals or subcontractors. Landlord shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may issue thereon. Landlord expressly understands and agrees that any insurance protection required by this Lease or otherwise provided by Landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Tenant, or its officers, employees, agents, and instrumentalities as herein provided.

(b) The Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises, or in the Building, or on the Land, other than the damage or injury caused solely by the negligence of the Tenant, its officers, and employees, subject to the limitations of *Florida Statutes*, Section 768.28.

(c) Tenant and Landlord agree that Landlord shall not be responsible or liable to Tenant for bodily injury, personal injury or property damage occasioned by the acts or omissions of any other tenant of the Building or any other person except those damages occasioned by the negligent acts or omissions of Landlord or its officers, employees, or agents. The obligations under this Section 15(c) shall survive the expiration or earlier termination of this Lease for any reason whatsoever.

16. HAZARDOUS MATERIALS

(a) The Landlord represents and warrants to the Tenant that to Landlord's knowledge, without inquiry or investigation, no Hazardous Materials (defined below) have been located on the Premises, or have been released into the environment, or discharged, placed, or disposed of at, on, or under the Premises in violation of any Environmental Laws (defined below). The Landlord further represents and warrants that to Landlord's knowledge, without inquiry or investigation, the Premises, the Building, and/or the Land, has never been used as a dump for any Hazardous Materials in violation of any Environmental Laws, as defined below, and that at all prior uses of the Premises, the Building, and/or the Land, has at all times complied in all material respects with any and all statutes, laws, rules, and/or regulations pertaining to Hazardous Materials (collectively, "Environmental Laws").

(b) The term "Hazardous Materials" shall mean any substance, material, waste, gas, or particulate matter which at the time of the execution of this Lease of any time thereafter is regulated by any local governmental authority, the State of Florida, and/or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous material", "hazardous substance",

ADSLLP-00086836.8

“extremely hazardous waste”, or “restricted hazardous waste” under any provision of the State of Florida and/or the United States Government; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a “hazardous substance” pursuant to Section 311 of the Clean Water Act, 33 U.S.C., Section 1251, et seq. (33 U.S.C., Section 1371); (vii) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 et seq (42 U.S.C., Section 6903); (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C., Section 9601 et seq. (42 U.S.C. Section 9601).

(c) The Landlord hereby indemnifies the Tenant from and against any matter related to the representation and covenant provided regarding Hazardous Materials. The language in this section shall survive the early termination or expiration of this Lease.

(d) If Landlord’s activities at the Property or Landlord’s use of the Property (i) result in a release of Hazardous Materials that is not in compliance with Environmental Laws or permits issued thereunder; (ii) gives rise to any claim or requires a response under Environmental Laws or permits issued thereunder; (iii) causes a significant public health effect; or (iv) creates a nuisance, then Landlord shall, at its sole cost and expense: (A) immediately provide verbal notice thereof to Tenant as well as notice to Tenant in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (B) promptly take all action in response to such situation required by Environmental Laws.

(e) Throughout the Term, Tenant will prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials on, under, in, above, to, or from the Property, except that Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises provided that same are used, stored and disposed of in strict compliance with Environmental Laws.

(f) If Tenant’s activities at the Property or Tenant’s use of the Property (i) result in a release of Hazardous Materials that is not in compliance with Environmental Laws or permits issued thereunder; (ii) gives rise to any claim or requires a response under Environmental Laws or permits issued thereunder; (iii) causes a significant public health effect; or (iv) creates a nuisance, then Tenant shall, at its sole cost and expense: (A) immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and (B) promptly take all action in response to such situation required by Environmental Laws, provided that Tenant shall first obtain Landlord’s approval of the non-emergency remediation plan to be undertaken.

17. **DESTRUCTION OF, OR DAMAGE TO, THE PREMISES**

(a) If the Premises is damaged by fire, severe weather event, the elements, accident or other peril (any of such causes being referred to herein as a “Casualty”), subject to the provisions of this Section 17,

Landlord will cause the damage to the Premises to be repaired. The following shall apply in the event of any Casualty:

(i) If the Premises is (A) damaged as a result of any cause or Casualty which is not covered by insurance obtained by Landlord, or for which the proceeds are insufficient to reconstruct, and Landlord does not elect to fund that deficiency within thirty (30) days of determination of the amount of the deficiency, (B) damaged or destroyed as a result of any cause or Casualty in whole or in part during the last year of the Term, or (C) if any mortgagee or other person entitled to the proceeds of the insurance does not consent to the payment to Landlord of insurance proceeds for the purpose of reconstruction, then in any of such events, Landlord may elect to terminate this Lease by giving to Tenant notice of such election within sixty (60) days of the later of (1) the date of the Casualty and (2) the date of Landlord's receipt of notice concerning (A) or (C) above. If a notice is given accordingly, the rights and obligations of Landlord and Tenant shall cease as of the date of the notice, and Rent shall be adjusted as of the date of the Casualty.

(ii) If Landlord does not elect to terminate the Lease pursuant to Section 17(a)(i), Landlord shall, following receipt of the relevant insurance proceeds, commence diligently to reconstruct (including any demolition in order to reconstruct), rebuild or repair, if necessary, the Premises. In no event shall Landlord be liable for damage to or restoration of Tenant's Property. Following completion of Landlord's work, Tenant shall promptly commence performance of its work, and shall diligently pursue the completion as soon thereafter as possible under the circumstance. If Landlord fails, subject to any force majeure factors, to complete the repairs within nine (9) months following commencement thereof, Tenant shall have the right to terminate this Lease by delivering written notice to Tenant at any time before Tenant's receipt of Landlord's written notice that the Premises has been substantially restored.

(b) The Tenant shall be relieved from paying rent and other charges during any portion of the Term that the Premises is uninhabitable, inoperable, or otherwise unfit for occupancy, or use, in whole or in part, for Tenant's purposes; provided that the Casualty is not the result of any act of negligence by Tenant, or by any of Tenant's agents, employees, vendors, or invitees. Rent payments and other charges paid in advance for any such periods shall be credited on the next payment, if any, but if no further payments are to be made, any additional or remaining advance payments shall be refunded to Tenant.

18. **TENANT'S DEFAULT AND REMEDIES**

(a) It shall be an "Event of Default" if: (i) Tenant fails to pay Rent, or any other charges, when such payment by Tenant is due hereunder, and such failure continues for ten (10) days after receipt of written notice thereof was made to Tenant by the Landlord; (ii) Tenant violates or fails to perform any of the other conditions, covenants, or agreements under this Lease, and such violation or failure continues for thirty (30) calendar days after written notice thereof to Tenant by Landlord, or (iii) if such default cannot be cured within such thirty (30) day period, then if the Tenant commences to cure the default within the thirty (30) day period, but fails to proceed diligently and fully cure the default within ninety (90) days; (iv) Tenant makes a general assignment for the benefit of creditors, or files a petition for bankruptcy, or other reorganization, liquidation, dissolution, or similar relief; (v) a proceeding is filed against the Tenant seeking bankruptcy, reorganization, liquidation, dissolution, or similar relief, which would have a direct impact

ADSLLP-00086836.8

upon this Lease, and which is not dismissed within ninety (90) calendar days; and/or (vi) a trustee, receiver, or liquidator is appointed by a court of competent jurisdiction, for the Tenant, or a substantial part of its property and/or assets; (vii) Tenant's interest under this Lease is taken upon execution or by other process of law directed against the Tenant; (viii) Tenant mortgages, assigns (except as expressly permitted in this Lease), or otherwise encumbers Tenant's interest under this Lease.

(b) If an Event of Default occurs, the Landlord may:

(i) without obligation to do so, and without releasing the Tenant from any obligation under this Lease, make any payment or take any action the Landlord may deem necessary or desirable to cure such Event of Default, and the reasonable cost thereof shall be reimbursed by the Tenant to the Landlord within thirty (30) days from Tenant's receipt of Landlord's written demand for reimbursement (such demand for reimbursement shall contain all supporting documentation, including, but not limited to invoices, cancelled checks, releases, photographs, and other evidence establishing that the work was completed and properly paid for by the Landlord);

(ii) terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, in compliance with Tenant's surrender obligations under this Lease. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including accrued Rent, the costs of recovering possession of the Premises, and costs incurred in reletting the Premises;

(iii) with or without terminating this Lease, after legal proceedings, retake possession of the Premises, remove Tenant's personal property from the Premises, and store the same such in a reasonable manner, at Tenant's expense, all without being liable for trespass, and relet or attempt to relet the Premises for Tenant's account, holding Tenant liable in damages for all costs incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms of this Lease. If Landlord relets the Premises, Landlord shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as Landlord, in its sole and absolute discretion, may elect, and Landlord may make such repairs and improvements to the Premises as Landlord may deem necessary. Landlord shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Landlord as it may deem advisable, without being obligated to wait until the end of the Term, and commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent actions for further accruals;

(iv) declare all Rent due hereunder immediately due and payable, and thereupon all such Rent to the end of the Term shall thereupon be accelerated, and Landlord may, at once, take action to collect the same by distress or otherwise, at the then present value of such Rent (calculated using a discount equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) by distress or otherwise. If Landlord exercises such acceleration remedy and collects from Tenant all forms of Rent owed for the remainder of the Lease Term as set forth in this

ADSLLP-00086836.8

subsection, Landlord shall account to Tenant, on the original expiration date for amounts actually collected by Landlord as a result of any reletting of the Premises, net of all Tenant obligations and liabilities (including all recoverable costs) to Landlord; and/or

(v) exercise any other legal remedy permitted by law after adjudication by a court of competent jurisdiction, on account of such Event of Default.

All remedies of Landlord under this Lease shall be cumulative, and the exercise of any such remedies shall not prevent the concurrent or subsequent exercise of any other remedy.

19. **LANDLORD'S DEFAULT AND REMEDIES** Except as otherwise specified in this Lease, if the Landlord defaults in the performance of any term, condition, and/or covenant hereof, and such default continues for thirty (30) days after receipt of notice from the Tenant, or if the default cannot be reasonably cured within thirty (30) days then for a reasonable period of time thereafter up to a maximum of ninety (90) days, then the Tenant shall be entitled to pursue any and all remedies available to the Tenant at law, or in equity, including, but not limited to the right of specific performance. Notwithstanding any other provisions hereof, Landlord shall not be in default under this Lease for failure to perform any act required of Landlord where such failure is due to inability to perform due to a force majeure event, or any other cause beyond Landlord's control, nor shall Tenant's Rent obligations be abated by reason of such inability to perform.

20. **ATTORNEYS' FEES**

If either party files suit against the other in order to enforce any of its rights under this Lease, then the party which prevails in such suit shall be entitled to collect from the other party all costs of such suit, including reasonable attorneys' fees and court costs incurred at all tribunal levels, including, without limitation, appeals and bankruptcy. This section shall survive expiration or earlier termination of this Lease.

21. **RIGHT OF FIRST OFFER**

(a) Landlord hereby grants to Tenant a right of first offer (the "Right of First Offer"), to purchase the Property on the following terms and conditions. If at any time after the effective date of this Lease, Landlord desires to offer the Property for sale, then prior to offering to sell the Property to any other party, Landlord shall offer Tenant the right to purchase the Property by delivering to Tenant a written notice (the "Offer Notice") detailing the specific terms of the offer to sell. Such Offer Notice shall include, without limitation, the price at which the Property is being offered, payment terms, conditions of title, costs of escrow and all other material terms of the contemplated transaction, along with a request for a proposed purchase agreement reflecting such terms. Tenant's Right of First Offer shall be a continuing right of first offer which shall apply during the entire Term of this Lease. Notwithstanding anything to the contrary, the parties agree that the purchase price for the Property in the Offer Notice shall not exceed (i) \$17,500,000 if such Offer Notice is delivered by Landlord during the first year of the Initial Term; or (ii) \$17,937,500 if such Offer Notice is delivered by Landlord during the second year of the Initial Term.

(b) Tenant shall have thirty (30) days from its receipt of the Offer Notice within which to exercise such Right of First Offer. Tenant shall exercise such offer by delivering written notice of its election to do

ADSLLP-00086836.8

so to Landlord ("Tenant's Exercise Notice") accompanied by a proposed purchase agreement reflecting the terms of the offer as set forth in Landlord's Offer Notice. If an Offer Notice is validly accepted by Tenant, then Tenant shall proceed to purchase the Property from Landlord pursuant to the terms and conditions set forth in the Offer Notice, as memorialized in a final purchase agreement, executed by both Landlord and Tenant.

(c) The failure to provide Tenant's Exercise Notice to Landlord within such thirty (30) day period shall constitute a rejection of the Offer Notice by Tenant and a waiver of Tenant's Right of First Offer as to such Offer Notice. In such event, Landlord shall be free thereafter to sell the Property on the terms and conditions set forth in the Offer Notice; provided, however, that such sale occurs within one hundred eighty (180) days after the date of the Offer Notice. If Landlord intends to sell the Property on terms and conditions other than those set forth in the Offer Notice, or if Landlord intends to sell the Property subsequent to the date which is one hundred eighty (180) days after the date of the Offer Notice, then Landlord shall be required to again offer the Property for sale to Tenant pursuant to the terms hereof.

22. **TENANT'S SUBORDINATION TO MORTGAGE**

It is specifically acknowledged and agreed that by and between the Landlord and the Tenant that the Landlord has secured or may, from time to time in the future, secure a construction loan and/or mortgage on the Premises, the Building, and/or the Land, from a bank, savings and loan institution, insurance company, or other recognized lending institution; and that this Lease is and shall be subordinate to the lien of said construction loan and/or mortgage, and all renewals, extensions, modifications and replacements thereof; and the Tenant hereby agrees that it will execute such subordination and non-disturbance agreements, or other documents, such as an estoppel, as may be reasonably required by such lending institution, provided however, that the loan documents, mortgage, and/or subordination agreement, as the lending institution may direct, shall contain a provision which states, in effect, that the Tenant shall not be disturbed in its possession and occupancy of the Premises during the term of this Lease so long as no Event of Default by Tenant exists under this Lease. Further, the Tenant shall be required to complete within thirty (30) days of written request by Landlord such subordination and non-disturbance agreements, estoppels, and/or other documents, including, but not limited to, supplying current information on the status of this Lease, the status of any and all rental payments, the evidence and/or status of any liens or encumbrances against the Landlord, as well as the status or existence of any claims, complaints or causes of action against the Landlord.

23. **CONDITION OF PREMISES AT TERMINATION**

(a) Upon the expiration or earlier termination of this Lease, the Tenant will quit and surrender the Premises in good order and repair, with reasonable wear and tear excepted. The Premises shall be left by the Tenant in broom swept condition. However, the Tenant shall not be obligated to repair any damage, which the Landlord is required to repair at Landlord's sole cost and expense pursuant to the terms of this Lease. Any and all fixtures, window treatments, keypads, and keys, at the expiration or earlier termination of this Lease, shall revert back to the Landlord.

(b) If the Tenant, after the commencement of this Lease, installed any shelving, lighting, communication cabling, supplemental HVAC systems, portable partitions, and/or any trade fixtures; and/or if the Tenant installed any signs, or other standard identification of the Tenant, then, any item, property, or fixture so installed shall be and remain the property of the Tenant, which the Tenant may remove at the expiration or early termination of this Lease, provided that in such removal the Tenant shall repair any and all damage occasioned to the Premises, in a good and workman-like manner. The Tenant shall not remove any fixtures, equipment, and/or additions which are normally considered in the real estate industry to be affixed to realty such as, but not limited to, electrical conduit and wiring, panel or circuit boxes, terminal boxes, central HVAC, duct work, and plumbing fixtures.

(c) Notwithstanding anything contained herein to the contrary, upon the expiration or earlier termination of this Lease, the Tenant will deliver the Walk-In Freezer in good working condition, with reasonable wear and tear excepted. In the event that Tenant fails to deliver the Walk-In Freezer in the condition required herein, Tenant, within sixty (60) days after receipt of an invoice from the Landlord, shall reimburse Landlord for the reasonable cost incurred by Landlord for placing the Walk-In Freezer in the condition required herein.

24. **NOTICES**

All notices by the Landlord or the Tenant, to the other party, shall be delivered by either hand delivery, or by a nationally recognized courier, such as FedEx, DHL, or by the United States Postal Service, sent Certified Mail, return receipt requested, postage paid, and addressed to the party as follows:

To Tenant:	Miami-Dade County Internal Services Department 111 N.W. First Street, Suite 2460 Miami, Florida 33128 Attention: Director
with a copy to:	County Attorney's Office 111 N.W. First Street, 28 th Floor Miami, Florida 33128
To Landlord:	Garces & Garces Cargo Service, Inc. 7250 NW 35 th Terrace Miami, FL 33122

or to such other address as either party may designate in writing from time to time. If notice is delivered by hand, and signed by the recipient, or by email and the recipient has sent a reply message indicating the receipt of the sender's message, the notice shall be deemed served on the date of such delivery. If notice is sent by courier, or by Certified Mail, then notice shall be deemed served five (5) business days after the date the notice was given to the courier or deposited in a United States Post Office receptacle.

25. **LANDLORD'S REPRESENTATIONS AND COVENANTS.**

Landlord hereby represents and covenants to Tenant that:

(a) It has full power and authority to enter into this Lease and perform in accordance with its terms, conditions, and provisions and that the person signing this Lease on behalf of Landlord has the authority to bind the Landlord and to enter into this transaction, and the Landlord has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease.

(b) Landlord is the fee simple owner of the Premises, the Building and the Land, and the Landlord will deliver the leasehold hereunder and exclusive possession of the Premises to the Tenant free and clear of any and all tenancies and occupancies of every nature whatsoever, whether by the Landlord, or otherwise, and subject only to the rights reserved herein to Landlord.

(c) Landlord hereby grants the Tenant an easement for ingress/egress, access, parking, and for driveway purposes, for the Premises.

26. **TENANT'S REPRESENTATIONS AND COVENANTS**

Tenant hereby represents and covenants to the Landlord the following:

(a) Tenant hereby represents and covenants to Landlord that it has full power and authority to enter into this Lease and perform in accordance with its terms, conditions and provisions and that the person signing this Lease, on behalf of the Tenant, has the authority to bind the Tenant, and to enter into this transaction and Tenant has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Lease, subject to the approval of the Board of County Commissioner, and/or the County Mayor, or County Mayor's designee as set forth herein, which has been obtained as of the date hereof.

(b) Tenant understands that it has the right, at its sole cost and expense, to continue, or otherwise install a burglar alarm system for its benefit, and to install an antenna, cellular or booster system within the Premises, or specifically within the Building, to provide better cellular telephone reception primarily for the Tenant, and its employees.

27. **FORCE MAJEURE**

In the event that the Tenant or the Landlord shall be delayed, hindered in, or prevented from the performance of any act or obligation required under this Lease by reason of a strike, lockout, inability to procure materials, failure of power, restrictive government laws or regulations in connection with a national emergency, disease (including, without limitation, delays arising out of the spread of any virus via epidemic), or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, any executive order, riots, insurrection, or another reason beyond their control, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, under no circumstances shall the non-payment of money by either party or a failure attributable to a lack of funds on the part of either party be deemed to be (or to have caused) an event of force majeure, nor shall any force majeure event excuse the payment of Rent or any other amounts owed by Tenant under

ADSLLP-00086836.8

this Lease. Furthermore, in no event shall Tenant's inability to occupy or use, or any prohibition against Tenant occupying or using, the Premises in any manner, regardless of cause, be deemed a force majeure event. The provisions of this section shall only apply if the delayed party complies with the following requirements: (i) when the delayed party has knowledge of the existence of a force majeure event, such party shall give prompt written notice thereof to the other party, within ten (10) days thereof (failing which, this section shall be waived with regard to such event) and (ii) the delayed party shall take commercially reasonable steps to attempt to remove, resolve or otherwise eliminate such occurrence while keeping the other party advised with respect thereto, and shall commence performance of its obligations hereunder promptly upon such removal, resolution, or elimination.

28. **RADON GAS**

Radon gas is a naturally occurring radioactive gas that when it has accumulated in a building or structure in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon gas, and radon testing, may be obtained from the county health department.

29. **RULES, REGULATIONS & RESTRICTIONS**

Tenant will comply with the rules, regulations and restrictions of the Building established by Landlord, and all rules and regulations imposed under any recorded declarations or covenants encumbering the Premises, and will cause all of its agents, employees, invitees and visitors to do so; and all changes to such rules will be sent by Landlord to Tenant in writing at least thirty (30) days before such rules are implemented.

30. **TRANSFER BY LANDLORD**

Landlord shall have the right to sell, convey, transfer or assign its interest in the Premises and this Lease, and upon the effective date of same, all covenants and obligations of Landlord under this Lease accruing as of such effective date shall cease, but such covenants and obligations shall run with the Land and be binding upon the Landlord's successors-in-interest, except as may be set forth in any mortgages encumbering the Premises. Landlord shall deliver to Tenant of a copy of the fully executed assignment instrument in which Landlord's assignee assumes all obligations of Landlord under this Lease accruing as of the effective date of the transfer.

31. **LANDLORD'S LIABILITY**

The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a tenant's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers then the grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject to transfer of funds as aforesaid, be binding on Landlord's successors and assigns only during their respective periods of ownership. The liability of Landlord under

ADSLLP-00086836.8

this Lease shall be limited to Landlord's interest in the Premises and the profits and proceeds received therefrom (including, but not limited to, those proceeds received from insurance policies obtained pursuant to Section 14 of this Lease Agreement). In no event shall Tenant seek, and Tenant does hereby waive, any recourse against shareholders, members, partners, directors officers, employees and agents of Landlord and the shareholders, members, partners, directors officers, employees and agents thereof, or any of their respective personal assets for such satisfaction. Such exculpation of liability and limitation as to recovery and levy shall be absolute and without any exception whatsoever, and shall survive the expiration or earlier termination of this Lease. In no event shall Landlord or Tenant be liable under this Lease for consequential damages, regardless of claim or cause.

32. **SECURITY MEASURES**

Tenant hereby acknowledges that the Rent payable to Landlord under this Lease does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide any security measures whatsoever. Tenant assumes all responsibility for the protection of Tenant, its officers, agents, employees, licensees, or invitees, and any other persons on or about the Premises, as well as the property of any of the foregoing.

33. **MISCELLANEOUS**

(a) Severability. If any provisions of this Lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.

(b) Captions. The article headings and captions of this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease nor in any way affect this Lease.

(c) Relationship of Parties. This Lease does not create the relationship of principal and agent, or of mortgagee and mortgagor, or a partnership, or a joint venture, or of any association between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant, or lessor and lessee.

(d) Recording. A Memorandum of this Lease or a full copy hereof, may be recorded by either party among the Public Records of Miami-Dade County, Florida, at the sole cost of the party filing the document. Further, the Tenant shall file a copy of the Lease with the Miami-Dade County Clerk of the Board of County Commissioners.

(e) Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Lease was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Lease which has been drafted by counsel for both Landlord and Tenant.

(f) Entire Agreement. It is expressly understood and agreed that this Lease contains all of the terms, covenants, conditions, and agreements between the parties hereto relating to the subject matter of this Lease, and that no prior agreements, contracts, or understandings, either oral or written, pertaining to the same shall be valid or of any force and/or effect. This Lease contains the entire agreement between the parties hereto, and shall not be amended, modified, or changed in any manner except by a written instrument, which is approved by the Board, and signed by the County Mayor or the County Mayor's designee.

(g) Intentionally Omitted.

(h) Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and to the Tenant, its permitted successors and assigns (including any subtenants or assignees as appropriate and applicable), except as may be otherwise provided herein.

(i) Holidays. It is hereby agreed and declared that whenever the day on which a payment is due under the terms of this Lease, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, and/or State or Federal holiday, then such due date or cure period expiration date shall be postponed to the next following business day.

(j) Days. Any mention in this Lease of a period of days for performance, unless otherwise described herein, shall mean calendar days.

(k) Waiver. Any waiver on behalf of any party shall be evidenced in writing. Landlord or Tenant's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Lease on the part of the Landlord or Tenant to be performed shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Lease cannot be construed to waive or to lessen the right of the Landlord or Tenant to insist upon the complete performance by the Landlord or the Tenant of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Lease, or waiver of any breach of any term, condition, covenant, or agreement of this Lease, or any leniency shown by the Landlord or the Tenant in respect thereto, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Lease, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Lease.

(l) Exhibit and Schedules. Each and every exhibit and/or schedule referred to in this Lease is incorporated herein by reference. The exhibits and schedules, even if not physically attached, shall still be treated as if they were part of the Lease.

(m) Time is of the Essence. Time is of the essence with regards to all of the terms, conditions, and covenants of this Lease.

(n) Venue, Conflict of Laws, and Jurisdiction. The parties hereby acknowledge and agree that venue shall be in Miami-Dade County, Florida. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Lease.


(o) Brokers. Landlord and Tenant hereby represent and agree that no real estate broker or other person, other than ComReal Miami-Doral, LLC, is entitled to claim a commission as a result of the negotiation, execution and/or delivery of this Lease and any such commission shall be paid by the Landlord.


(p) Effectiveness. In no event shall any draft of this Lease create any obligation or liability, it being understood that this Lease shall be effective and binding only when a counterpart hereof has been executed and delivered by each party hereto. Landlord shall have the right to discontinue negotiations and withdraw any draft of this Lease at any time prior to the full execution and delivery of this Lease by each party hereto.

IN WITNESS WHEREOF, Landlord has caused this Lease to be executed by its duly authorized representative, and Tenant has caused this Lease to be executed in its name by the County Mayor, as authorized by the Board; all on the day and year first hereinabove written.

(OFFICIAL SEAL)

Signed in the presence of:

DocuSigned by:

5E8DC1FB3BA7418...
Edison Vasquez
Print Name: _____

DocuSigned by:

6C7519CB5536403...
Pat McBride
Print Name: _____

(OFFICIAL SEAL)

ATTEST:


HARVEY RUVIN,

By: _____
Deputy Clerk

Approved by the County Attorney as

LANDLORD

GARCES & GARCES CARGO SERVICE, INC.
A FLORIDA CORPORATION

DocuSigned by:

90DE8F24548F48F...
By: _____
Name: Troy Graham
Title: Executive VP

TENANT

MIAMI-DADE COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

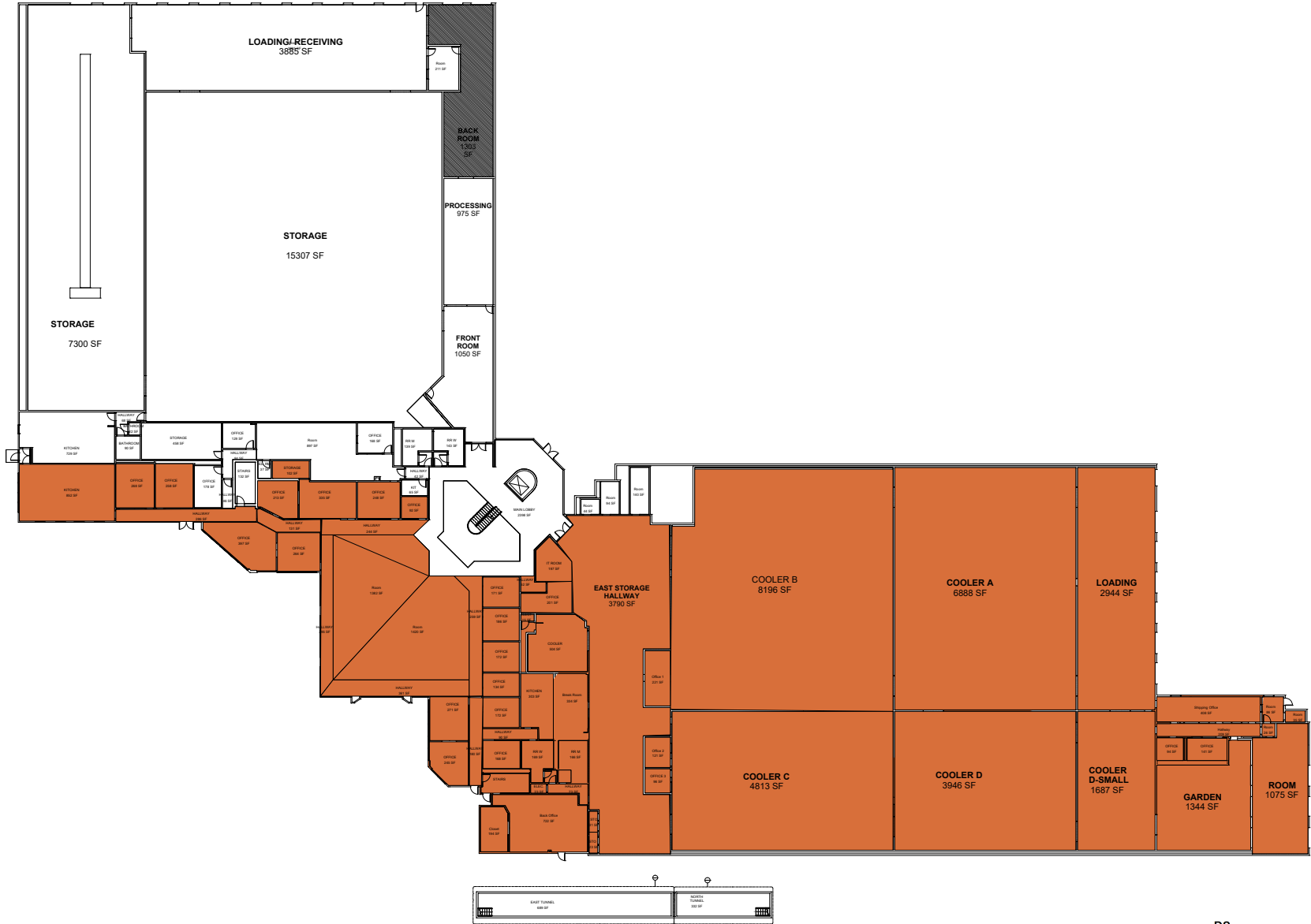
By: _____
Name: Daniella Levine Cava
Title: Mayor

To form and legal sufficiency. _____

EXHIBIT A

PREMISES

Premises: 1800 N.W. 89 Place, Doral, Florida, 33172
Folio: 35-3033-027-0010



OVERALL FLOOR - (SQFT)	
852	
268	
258	
286	
397	
264	
131	
244	
102	
213	
335	
248	
92	
1382	
1420	
295	
361	
271	
245	
259	
180	
171	
186	
172	
134	
172	
90	
168	
722	
194	
23	
31	
73	
23	
169	
166	
303	
334	
504	
15	
201	
52	
197	
3790	
221	
121	
96	
8196	
6888	
2944	
408	
209	
94	
141	
86	
26	
35	
4813	
3946	
1687	
1344	
1075	
48323	

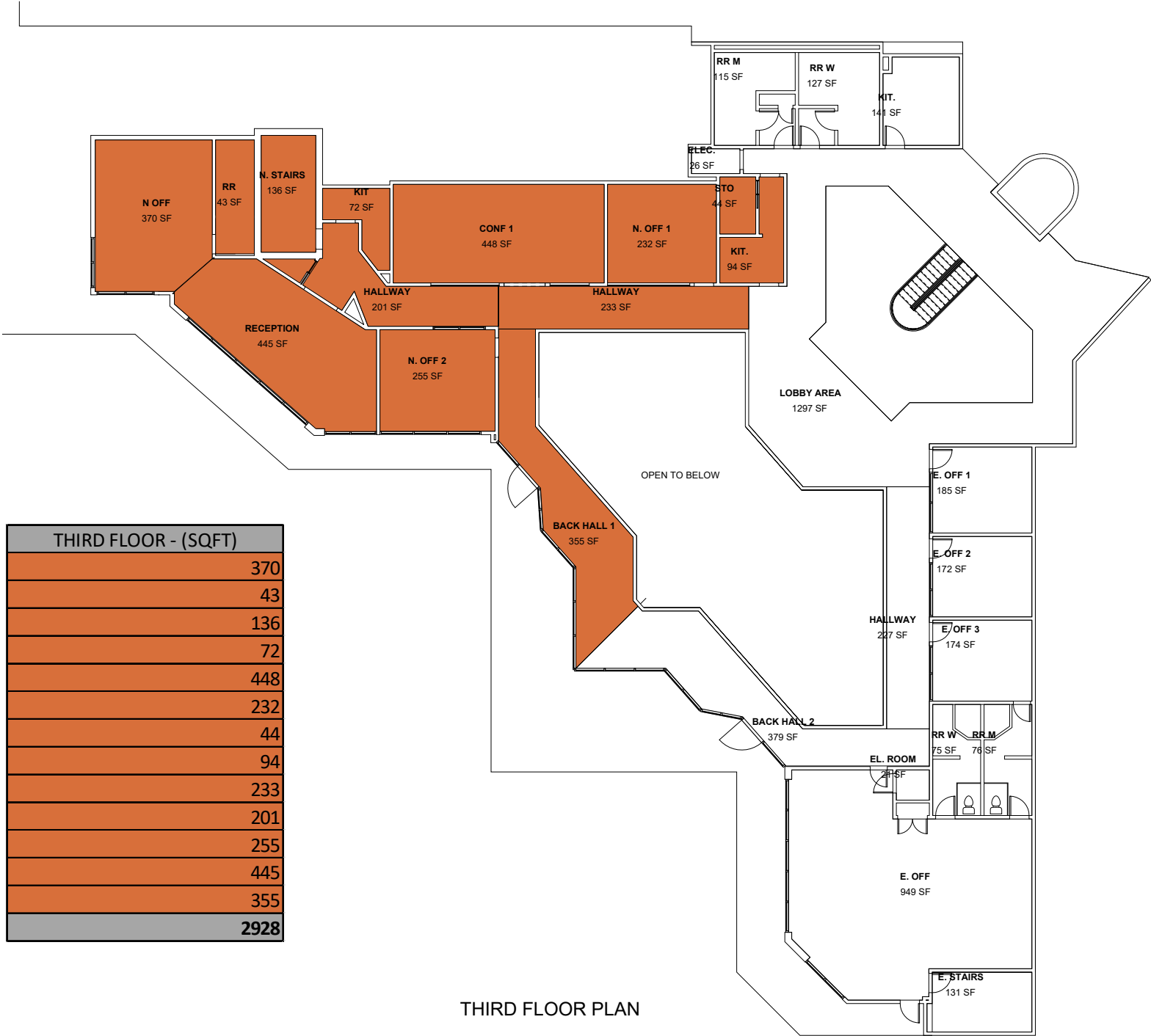


EXHIBIT B

PARKING

ADSLLP-00086836.8

38

DS
TG

47

TENANT 1

TENANT 2

TENANT 3

TENANT 4

TENANT 5

TENANT 6

TENANT 7

TENANT 8

TENANT 9

TENANT 10

TENANT 11

TENANT 12

TENANT 13

TENANT 14

TENANT 15

TENANT 16

TENANT 17

TENANT 18

TENANT 19

TENANT 20

TENANT 21

TENANT 22

TENANT 23

TENANT 24

TENANT 25

TENANT 26

TENANT 27

TENANT 28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

ADA

ADA

ADA

ADA

TENANT

TENANT

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

GUEST

1

2

3

TENANT 56

TENANT 57

TENANT 58

TENANT 59

TENANT 60

TENANT 61

TENANT 62

TENANT 63

TENANT 64

TENANT 65

TENANT 66

TENANT 67

TENANT 68

TENANT 69

TENANT 70

TENANT 71

TENANT 72

TENANT 73

TENANT 74

TENANT 75

TENANT 76

TENANT 77

TENANT 78

TENANT 79

TENANT 80

TENANT 81

GUEST

4

5

LAG

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

LAG

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

LOGIZTIK ALLIANCE

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

LAG

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

LogiztikAlliance

GROUP



Logiztik Alliance (LAG)

90

Guest

5

Tenant (incl. ADA)

103

TOTAL

198

80
81
82
83
84
85
86
87
88
89
90

Additional Parking

EXHIBIT C

WALK-IN FREEZER SPECIFICATIONS

ADSLLP-00086836.8

39

DS
TG

49

New label



THERMAL COOL, INC
 P.O.BOX 668855 MIAMI FL 33166
 PH-786-251-1347

BILL TO

G&G CARGO
 18000 NW 89 PL
 DORAL, FL, 33172

Invoice

Number 7525-

Date 9/13/2020

PO Number

FREEZER-10F

Project

CONSTRUCCION DE UN FREEZER EN EL

Description	Amount
ESTIMADO PARA LA CONSTRUCCION DE UN FREEZER DIMENSION APROXIMADA 2000' -10F	
DESCRIPCION:	
-DIMENSION 40' X 55' X17'	
- INSTALACION DE DOS SISTEMAS DE REFRIGERACION 15HP -460V-3H	
- INSTALACION DE UN NUEVO SISTEMA DE ESPRINGLES	
- INSULACION DEL PISO 4" Y REVESTIMIENTO DEL PISO CON CONCRETO 10"	
-INSTALACION DE NUEVAS LUCES LED EN EL TECHO DEL FREEZER	
-INSTALACION DE DOS PUERTAS PERSONALES DE ESCAPE Y UNA PUERTA CORREDIZA DE CARGA 8'X8'	
-CONSTRUCCION DE UNA RAMPA DE CONCRETO DE ACERO AL FREEZER	
- CONECCION ELECTRICA Y MECANICA	
- PUESTA EN MARCHA	
- MATERIALES Y LABOR	\$215,000.00
-1er DEPOSITO \$ 70781	
-2nd DEPOSITO \$ 70781	
-3er DEPOSITO \$ 73438	
NOTA:	

DS

TG

New label



THERMAL COOL, INC
 P.O.BOX 668855 MIAMI FL 33166
 PH-786-251-1347

BILL TO

G&G CARGO
 18000 NW 89 PL
 DORAL, FL, 33172

Invoice

Number 7525

Date 9/13/2020

PO Number

FREEZER-10F

Project

CONSTRUCCION DE UN FREEZER EN EL

Description**Amount**

- NO INCLUYE PLANOS NI PERMISO
 - LA VALIDEZ DE ESTA FACTURA ES POR 30 DIAS DEBIDO AL
 CONSTANTE CAMBIO EN LOS PRECIOS DE LOS MATERIALES
 - EL TIEMPO DE LLEGADA DE LOS MATERIALES ES
 APROXIMADAMENTE 8 SEMANAS
 - EL TIEMPO APROXIMADO PARA CULMINAR EL TRABAJO DESPUES
 DE RECIBIR LOS MATERIALES ES DE 6 SEMANAS

TOTAL**\$215,000.00**

EXHIBIT D
LANDLORD IMPROVEMENTS

DS
TG

SCOPE OF WORK

The Landlord shall engage a qualified remediation contractor at its sole cost to complete the scope of work outlined in this Exhibit D prior to the Initial Delivery Date.

Remediation Contractor Expectations

The remediation contractor shall, at a minimum, perform the remediation work while considering the following, which is in addition to the recommended scope of work below:

- For the purposes of this scope of work, when the term “remove” is used, that action constitutes removal and disposal of the item, underlying insulation, padding, and tackstrips, as applicable.
- The contractor shall actively inspect for additional evidence of water damage, such as staining, deterioration, or AMG damage, which is exposed or uncovered during the removals. Material locations are approximate and considered to be the minimum amount of removal required. Additional materials identified as water-damaged or impacted by microbial growth during remediation activities should be removed. Generally, removal shall extend to a minimum of 18 to 24-inches beyond mold-impacted materials.
- Conditions may change prior to the remediation contractor commencing work; therefore, additional removal may be necessary beyond the estimates given in this scope of work. Additional remediation work that will constitute a change order or additional financial compensation by the client shall first be submitted to the client in writing for approval prior to the performance of the additional work.
- The remediation contractor may be held responsible for costs associated with unacceptable post-remediation verification inspections or air sampling which necessitates additional inspections and testing.

Remediation Sequencing

Work will take place during normal working hours, unless otherwise requested by the client. The client will be responsible for removing personal items from the work areas.

The work shall be performed in a timely manner, using appropriate methods recommended in current mold remediation industry standards and guidelines, without unnecessary delays which may result in further material damages.

A post-remediation verification inspection and fungal sampling shall be performed upon the completion of the scope of work, as indicated by the remediation contractor. The remediation project shall be deemed successful and complete once acceptable visual inspection and fungal sampling results have been achieved.

The rebuild of the remediation areas may be performed by the client or a qualified contractor following successful post-remediation verification inspection and testing. Reoccupation of the work areas may be permitted following rebuild.

Remediation Scope of Work

The remediation contractor (RC) shall remove and remediate AMG-impacted building materials, in accordance with current mold remediation industry guidelines and standards and the specification detailed below.

Kitchen

1st Floor

North Break Room

- Remove the lower west wall extending 1' x 3' from entrance door of the refrigerated area.

Northern Corridor

- Remove the material from floor to ceiling (approximately 3' x 10') on the left side of the exit door on the southern wall in the center of the corridor.
- Remove the material from floor to ceiling (approximately 4' x 10') on the west wall between the exit door and the window wall.
- Remove the material on the upper south wall (approximately 2' x 20') at the east end of the corridor.
- Remove the material on the ceiling extending approximately 2' out around a return diffuser at the east end of the corridor.

Southern Corridor

- Remove the material from floor to ceiling (approximately 4' x 10') on the west wall between the windows in the southwest office.
- Remove the material on the upper wall and soffit (approximately 2' x 6') on the north side of the west wall above the window in the southwest office.

-
- Remove the material on the upper east and west walls (approximately 2' x 22' each) adjacent to a return diffuser at the south end of the corridor.
 - Remove the material on the ceiling extending approximately 2' out around a diffuser at the south end of the corridor.

Back Office

- Remove the water-stained ceiling tile was observed in the electrical room.

2nd Floor

Southern Corridor

- Surface clean approximate six slot-supply diffusers mounted in the ceiling.

Women's Restroom

- Remove the material on the lower north wall (approximately 4' x 4') behind VWC in the vestibule.

Conference Room 1

- Remove the material on the upper wall and window box (approximately 2' x 24') extending from the balcony door.

Conference Room 2

- Remove the material on the upper wall and window box (approximately 2' x 8') extending from the east wall above the windows.

Northern Office

- Remove the material on the upper wall and window box (approximately 2' x 10') above the southern windows.
- Remove the material from floor to ceiling (approximately 3' x 10') on the south wall to the left of the window wall.

DS
TG

3rd Floor

Southwestern Corridor

- Surface clean approximate six slot-diffusers mounted in the ceiling.
- Remove the material on the upper wall (approximately 2' x 20') above the windows. The

Lobby Area

- Surface clean approximate two slot-diffusers mounted in the ceiling on the west side.

Central Restrooms

- Remove the material on the lower 4' of walls at the entrance vestibule behind VWC in the men's and women's restroom.

Lobby Area Kitchen

- Remove the material on the lower wall (approximately 2' x 3') at southwest corner.

Atrium ceiling

- Develop and implement a remediation plan to the Tenant's reasonable satisfaction based on applicable industry standards to address mold issues affecting the Building atrium prior to the Initial Delivery Date.

North Office

- Remove the material on the upper wall and window box (approximately 2' x 20') in total above the southern and western windows.

Removal Enclosure

Removal of water-damaged and mold-impacted building materials in the subject area will be performed in a full enclosure containment consisting of the following:

- Flapped or zippered entrance.
- Critical barriers.
- Protective covering of floors, ceilings, and other surfaces not being removed.
- Establishment of a negative pressure differential.
- Restricted access into the work area.

Note that containments are to be constructed out of 6-mil fire retardant polyethylene sheeting. Critical barriers will be constructed to minimize the migration of airborne spores to adjacent spaces. A negative pressure differential will be established between the work area and the outside/ambient air using high

volume air filtering devices (AFDs) fitted with High Efficiency Particulate Air (HEPA) filters. AFDs will be placed in a manner that will create negative pressure throughout the work area, to the extent possible. Air will be discharged to the outside of the work area. The use of dehumidifiers inside the containment during remediation activities may be required if wet building materials are detected within the work areas or humidity conditions cannot be controlled.

Removal of Damaged Materials

Material should be removed in a fashion that will minimize dust generation. Wall board removal shall be conducted by using hand tools or power tools that are fitted with dust collection devices. At no time shall the contractor use power tools to remove or otherwise disturb mold impacted material outside of the containment. Overall removal sequencing is left up to the contractor. Materials removed are to be bagged and transported offsite on a daily basis. A light water mist will be used within the containment during removal to minimize dust generation. The contractor shall place removed material directly into 6-mil polyethylene bags and shall not allow material to accumulate on the floor of the containment. As bags are filled they shall be sealed within the containment area, moved into the decontamination unit where the exterior of the bags will be wet-wiped, and then removed to outside of the building.

Surface Cleaning

Surficial cleaning of non-porous or semi-porous surfaces showing visible mold-growth will be conducted using a detergent solution. Surfaces to be treated will be cleaned and an anti-microbial coating (Foster 40-20 or equivalent) applied to the surface. The anti-microbial coating will be applied following sufficient dry time for the detergent solution.

Wood baseboards and wall studs showing visible mold-growth will be cleaned by washing with a detergent solution and applying an anti-microbial coating. Stained areas may be lightly sanded prior to the application of the anti-microbial coating.

Final Cleaning

The contractor shall conduct a final cleaning of the work area. The final cleaning shall be conducted after all designated materials have been removed from the work area. All surfaces within the work area shall be thoroughly cleaned to remove loose dust. The cleaning shall be performed using damp cloths wetted with a cleaning solution (detergent, Oxine, Foster 40-80, or equivalent) and vacuum cleaners equipped with HEPA filters. Stud tracks should be vacuumed using a HEPA filtered vacuum cleaner, then wet-wiped.

Following damp cloth wiping, all surfaces inside the work area shall be dried with a cloth. Within the work area, the cleaning should commence at the point furthest from the entrance to the work area and proceed towards the work area entrance. During this phase, the negative air machines will be in continuous operation.

Following the cleaning, the contractor shall apply an anti-microbial encapsulant (Foster 40-20 or equivalent) to surfaces within the containment where the removal of building material has resulted in the exposure of wall cavities, plenums, soffits or crawl spaces. Materials to be encapsulated include but may not be limited to: studs, blocks, wood sheathing and concrete walls. Items not requiring application include poly sheeting and objects in the containment that were surface cleaned as a part of the

DS
TG

remediation procedure. Care should be taken so as not to soak exposed electrical connections. The contractor may shut down the negative air machines during the application of the encapsulant, but shall restart them upon completion of the task.

Cleaning of the Air

After final cleaning, the negative air machines shall be used to “scrub” the air inside the work area for a minimum of 8 hours.

FINAL VISUAL INSPECTION

A dust free environment within the work area shall be maintained after the final cleaning has occurred. GBTS shall perform a visual inspection upon completion of all work to verify that designated building material has been completely removed.

Visual Inspection

A final visual inspection shall be made after all work material and equipment has been removed from the work area and all removal, cleaning, disposal, and related work is completed.

Air Filtration Units

All HEPA-filtered exhaust units shall remain operational, and the pressure differential shall be maintained as described in this Scope of Work, until the visual inspection has been successfully completed.

FUNGAL SAMPLING

A visual inspection will be conducted of the work areas following completion of remediation activities. The purpose of the inspection will be to assess that materials identified in the scope of work (as applicable) have been remediated in accordance with current industry standards, and that additional impacted materials are not observed.

After an acceptable visual inspection, representative fungal surface swab samples will be collected inside the containment work areas. Samples will be considered satisfactory when individual spore counts are reported as RARE or LOW, and results of MEDIUM or HIGH will be considered as unsatisfactory and will warrant further remedial action. The sampling will be performed only after a successful visual inspection.

DS
TG